




DR JS MOROKA LOCAL MUNICIPALITY

CONTRACT NUMBER: JSM-W22-23/W1-4

BID DOCUMENT

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'



PREPARED BY:	PREPARED FOR:
 616 Section "B" Kwamhlanga 1022 Phone: 015 2300249 www.rossconsultingengineering.co.za	THE MUNICIPAL MANAGER DR JS MOROKA MUNICIPALITY P/BAG X 4012 SIYABUSWA 0472 Ms M M MATHEBELA Tel: (013) 973 9126/7 Fax: (013) 973 9312/3

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

:

TEL NUMBER

:

FAX NUMBER

:

E-MAIL

:

CELL NO.

:

CIDB NO.

:

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

DESCRIPTION		COLOUR
PORTION 1: TENDER		
PART T1	BIDDING PROCEDURES	
	T1.1 BID NOTICE AND INVITATION TO BID	White
	T1.2 BID DATA	Pink
PART T2	RETURNABLE SCHEDULES	
	T2.1: LIST OF RETURNABLE DOCUMENTS	Yellow
	T2.2 RETURNABLE SCHEDULES	Yellow
PORTION 2: CONTRACT		
PART C1	AGREEMENTS AND CONTRACT DATA	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	Yellow
	C1.4 AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993	Yellow
PART C2	PRICING DATA	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 BILL OF QUANTITIES	Yellow
PART C3	SCOPE OF WORK	
	C3.1 DESCRIPTION OF WORKS	Blue
	C3.2 ENGINEERING	Blue
	C3.3 PROCUREMENT	Blue
	C3.4 CONSTRUCTION	Blue
	C3.5 MANAGEMENT OF WORKS	Blue
	C3.6 HEALTH AND SAFETY	Blue
PART C4	SITE INFORMATION	
	C4.1 SITE INFORMATION	Green
	C4.2 LOCALITY PLAN	Green
PART C5	ANNEXURES	
	C5.1 PROFORMA DOCUMENTS	Green
	C5.2 CONTRACT DRAWINGS	Green

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

TENDER DETAILS						
TENDER NUMBER	JSM-W22-23/W1-4					
TENDER TITLE	REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'					
CLOSING DATE	8/02/2023		CLOSING TIME		11H00	
BRIEFING MEETING	DATE	17/01/2023	TIME	11h00	COMPULSORY	YES
BRIEFING MEETING ADDRESS	DR JS Moroka Municipality Main Entrance Technical Service					
CIDB GRADING REQUIRED	YES		LEVEL AND CATEGORY		7CE/6CEPE OR Higher	
TENDER DOCUMENT FEE	R 3058.06		PREFERENCE POINT SYSTEM		80/20	
BID BOX SITUATED AT	Dr. JS Moroka Local Municipality Head Quarters Building Entrance					
OPERATING HOURS	The bid box is open during office hours, Monday to Fridays from 09h00 to 15h00.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				
<p><u>The following conditions must be complied with:</u></p> <p>Failure to comply with the following will render the tenderer liable to rejection:</p> <ul style="list-style-type: none"> • All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed. • Scratching out / painting over rates / use of correcting fluid is not allowed. • Failure to attend compulsory site inspections / compulsory briefing session. • Failure to submit documents required in this document • Form of tender not filled and signed and all pages of bid documents not initialed. • Enterprise particulars not provided. • The bid has been submitted after the closing date and time. <p>Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate</p> <ul style="list-style-type: none"> • Copy of Tax Clearance Certificate • Company Registration (CK) • A certified BBBEE Status certificate must be attached for the tenderer to claim the Preferential points • All declarations and authorisations must be duly signed. 						

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

- All returnable schedules must be completed
- Copy of Authority for signatory

Every bid will be scored and awarded points out of a maximum of 100 points.

A fixed 20 points of the maximum of 100 points is allocated to calculate preference in terms of the BBEE status.

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

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

In relation to a designated sector, a contractor must not allow to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. Tenders that are deposited in the incorrect box will not be considered.
3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract.
4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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

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

1. If an original and valid tax clearance certificate (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
4. Scratching out without initialing next to the amended rates or information, writing over or painting out rates affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, eg. Pencil.
6. Non-attendance of mandatory/compulsory:
Site inspections or;
Information/Clarification meetings
7. The Bid has not been properly signed by a party having the authority to do so, according to the *example* of "Authority for Signatory"
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
9. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of BBB- EE, is not attached, the bid will not be disqualified but no preference points will be awarded.
10. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – "Equity ownership") by a designated employer that it complies with the Employment Equity Act 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, should not be more a month(30 Days), attach proof of municipal rates account for both company and company.
14. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
16. Failure to provide:
 - (a) written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable); or
 - (b) written proof of **application** to the CIDB for **registration** as a contractor in an appropriate designation (category), as required in the bid documentation (if applicable).
17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
18. Bid offers will be rejected if the bidder has abused the DR. JSMLM's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.

Bidder:

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DR.

JSMLM:

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

Initial: DR . JSML

2.

Witness:

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

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

Witness:

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

NOTE:

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 7.1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE Dr J.S. MOROKA
LOCAL MUNICIPALITY

BID NUMBER: ... JSM-W22-23/W1-4

CLOSING DATE: ...8th February 2023.....

CLOSING TIME: ...11:00am.....

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

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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

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

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

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

FORM 7.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

.1 CELLPHONE NUMBER.....

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

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Witness:

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); ☐
A REGISTERED AUDITOR ☐
[TICK APPLICABLE BOX]

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

.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr. A Masilela

Tel: 013 973 1101/1390

Fax: 013 9730974/2463

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. M. Z Skosana

Tel: 013 9739126/7/8/9

Fax: 013 973 9132

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

CONTRACT NO: JSM-W22-23/W1-4

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

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Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

CONTRACT NO: JSM-W22-23/W1-4

FOR

***REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA
'A'*****PART T1 BIDDING PROCEDURES
THE BID**

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

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

Witness:



DR JS MOROKA MUNICIPALITY

TENDER NO JSM-W22-23/W1- 4
CLOSING DATE: 8/02/2023 AT 11H00

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

CIDB GRADING REQUIRED 7CE/6CEPE OR Higher

INVITATION TO CONTRACTORS

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active **CIDB grading of a minimum -7CE/6CEPE OR Higher** and are in good standing with the South African Revenue Services.

Tender documents will only be available from 10 January 2023 on Tuesday and may be obtained from Dr JS Moroka Municipal Head Quarters at the cashier offices situated 2601/3 Bongimfundo Street, Siyabuswa during working hours 09h00 to 15h00 (Monday to Friday), upon payment of a non-refundable fee of **R3058.06 per document**. Only cash or bank guaranteed cheques will be accepted and cheques are to be made payable to Dr JS Moroka Municipality. No tender documents will be sold beyond these dates.

A Compulsory Site meeting and Inspection will be held on **Tuesday 17 January 2023 at 11h00 at the Technical Offices outside the Gate**, after which Tenderers will be taken to site(s) where project's construction will be taking place. Only tenders from Tenderers who attend the above tender meeting and have signed attendance register shall be considered.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked **"Contract JSM-W22-23/W1-4"**

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

All Technical enquiries are to be directed to Mr. M Z Skosana at 013 973 9126/7/8/9 while document procurement related enquiries are to be directed to Mr A Masilela 013 973 1101/1390

In all cases Tenders shall reach the stipulated address not later than on Wednesday 8 February 2023 at 11:00 when tenders shall be opened and read in public.

Ms M M Mathebela
Municipal Manager

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Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

T1.2 BID DATA

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

Clause number	Data
F.1.1 ACTIONS	<p>The Employer is: The Municipal Manager Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472</p>
F.1.2 TENDER DOCUMENTS	<p>The bid documents issued by the Employer comprise:</p> <p>THE BID</p> <p>Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p>Part C3 Scope of Works C3 Scope of Works</p> <p>Part C4 Site Information C4 Site Information</p>

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

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

Witness:

Clause number	Data
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	<p>The employer's agent is:</p> <p>Name: ROSS CONSULTING ENGINEERS Address: 616 Section "B" Kwamhlanga 1022</p> <p>Telephone: 015 230 0249 / 071 273 1775 / 068 276 3012</p> <p>E-mail: mashego.m@prociv.co.za</p>

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

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

Witness:

Clause number	Data														
F.2.1 ELIGIBILITY	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE/6CEPE OR Higher class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <ol style="list-style-type: none"> is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> each member of the joint venture is registered with the CIDB and valid copy/ies of registration of each member is submitted with this bid; the lead partner has a contractor grading designation in the 7CE/6CEPE OR Higher class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE-class of construction work, are eligible to submit bids. <p>Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.</p> <p>The evaluation will be done as per Preferential Procurement Regulations, 2011 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.</p> <p>Only those tenderers who score a minimum score of 60 points in respect of the following functionality criteria will proceed to the price and preference goals.</p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table border="1"> <thead> <tr> <th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Organising and Staffing</td><td>25</td></tr> <tr> <td>Plant</td><td>15</td></tr> <tr> <td>Experience of Firm</td><td>40</td></tr> <tr> <td>Programme and Cash Flow</td><td>10</td></tr> <tr> <td>Bank Ratings</td><td>10</td></tr> <tr> <td>Maximum total evaluation points for quality</td><td>100</td></tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	Organising and Staffing	25	Plant	15	Experience of Firm	40	Programme and Cash Flow	10	Bank Ratings	10	Maximum total evaluation points for quality	100
Description of Quality Criteria	Maximum number of tender evaluation points														
Organising and Staffing	25														
Plant	15														
Experience of Firm	40														
Programme and Cash Flow	10														
Bank Ratings	10														
Maximum total evaluation points for quality	100														

Clause number	Data
F.2.7 CLARIFICATION MEETING	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Location: Municipal Technical Offices outside the gate</p> <p>Date and time: Tuesday 17th January 2023 at 11h00</p> <p>Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:</p> <p>Name : Mr. M.Z Skosana</p> <p>Telephone No. : 013 973 9126/7/8</p> <p>Email. : skosanaz@moroka.gov.za</p> <p>Tenderers must sign the attendance register using the name of the tendering entity. Addenda will be issued, and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.
F.2.13.3 SUBMITTING A TENDER OFFER	<p>The <i>whole original</i> bid document, <i>as issued by the DR. JSMLM</i>, shall be submitted. <i>No copies will be accepted.</i></p> <p>Bids may only be submitted on the Bid documentation issued by the DR. JSMLM.</p>
F.2.13.5 SUBMITTING A TENDER OFFER	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Main Gate</p> <p>Physical address: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472</p> <p>BID NO: JSM-W22-23/W1-4</p>
F.2.15 CLOSING TIME	<p>The closing time for submission of bid offers is: 8th February 2023 at 11:00</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.</p>
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is 90 days

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

2.

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

Clause number	Data
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: concrete tests, compaction strength and ball penetration and Access must be provided for the inspection of the tenderer's offices if required.
F.2.23 CERTIFICATES	The bidder is required to submit with his bid . <ol style="list-style-type: none"> 1. A copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and 2. An original Tax Clearance Certificate , issued by the South African Revenue Services 3. A copy of the valid Certificate of Competency for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)
F.3.4 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers are: Time : 8/02/2023 on 11h00am Immediately after the closing time for submission of bid. Location: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 80/20 point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .

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

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

Witness:

Clause number	Data
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the document for which they intend to bid for 4 The bid document shall be submitted as a whole and shall not be taken apart . 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the DR. JSMLM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>

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

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

Witness:

Annex F
(Normative)
Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

- F.1.5 The employer's right to accept or reject any tender offer**
F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.
- F.2 Tenderer's obligations**
- F.2.1 Eligibility**
 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F.2.2 Cost of tendering**
 Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
- F.2.3 Check documents**
 Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- F.2.4 Confidentiality and copyright of documents**
 Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- F.2.5 Reference documents**
 Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- F.2.6 Acknowledge addenda**
 Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- F.2.7 Clarification meeting**
 Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting@) are stated in the tender data.
- F.2.8 Seek clarification**
 Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
- F.2.9 Insurance**
 Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract

data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

- F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.14 Information and data to be completed in all respects**
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.
- F.2.17 Clarification of tender offer after submission**
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

- F.2.18 Provide other material**
- F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the

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Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

- F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests and analysis**
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20 Submit securities, bonds, policies, etc.**
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21 Check final draft**
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22 Return of other tender documents**
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data
- F.2.23 Certificates**
Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3 The employer's undertakings**
- F.3.1 Respond to clarification**
Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.2 Issue Addenda**
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
- F.3.3 Return late tender offers**
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
- F.3.4 Opening of tender submissions**
- F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is

opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Nondisclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

Reject a non-responsive tender offer, and not allow it to be subsequently made

responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

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

Method 4 : Financial offer, quality and preferences	<ol style="list-style-type: none"> 1. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2. Score tender evaluation points for financial offer. 3. Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4. Calculate total tender evaluation points. 5. Rank tender offers from the highest number of tender evaluation points to the lowest. 6. Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
--	---

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

F.3.11.2 Scoring Financial Offers

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

N_{FO}	= $W_1 \times A$ where:
N_{FO}	= the number of tender evaluation points awarded for the financial offer.
W_1	= the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A	= a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

where:

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

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

- F.3.14 Notice to unsuccessful tenderers**
After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.
- F.3.15 Prepare contract documents**
If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
 - b) inclusion of some of the returnable documents,
 - c) other revisions agreed between the employer and the successful tenderer, and
 - d) the schedule of deviations attached to the form of offer and acceptance, if any.
- F.3.16 Issue final contract**
Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.
- F.3.17 Complete adjudicator's contract**
Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both patties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- F.3.18 Provide copies of the contracts**
Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

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

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

Witness:

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

CONTRACT NO: **JSM-W22-23/W1-4**

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

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

The bidder must complete the following returnable documents.

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T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES	41
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	78

NOTE:

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

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

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

Witness:

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

PAGE(S)

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.-

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Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

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

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

2.

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

What was your turnover in the previous financial year? R_____

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

Physical facilities:

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

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.1.3 STAFFING PROFILE

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

[illegible]

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

FORM 2.1.4
PROPOSED KEY PERSONNEL

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.1.6

FINANCIAL ABILITY TO EXECUTE THE PROJECT

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

AMOUNT

Which of the following institutions will provide surety?

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

-
- Cash:

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

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

Notes:

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

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

35

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

2.

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

FORM 2.1.7 AUTHORITY FOR SIGNATORY

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

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

"By resolution of the board of directors passed on *Date* , *Mr Name Surname* has been duly authorised to sign all documents in connection with the Bid for *Contract number JSM-W22-23/W1-4* and any Contract, which may arise there from on behalf of the Bidding Entity, namely, *Company Name (PTY) LTD*"

SIGNED ON BEHALF OF THE BIDDING ENTITY: *Name Surname*

IN HIS CAPACITY AS: *DIRECTOR / PARTNER / MEMBER*

DATE:

AUTHORISED PERSON'S SIGNATURE: *Name Surname*

AS WITNESS: 1. *Name Surname*

An example for “JOINT VENTURES” is shown below:

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

An example for “SOLE PROPRIETOR” is shown below:

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

SIGNATURE OF SOLE PROPRIETOR: *Name Surname*

IN HIS CAPACITY AS: *SOLE PROPRIETOR*

DATE: *.... September 2021*

AUTHORISED PERSON'S SIGNATURE: *Name Surname*

AS WITNESS: 1. *Name Surname*

SCHEDULE OF PROPOSED SUBCONTRACTORS

Provide details on all sub-contractors you intend utilising for this contract

[illegible]

38

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

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

Total % of contract sub-contracted		Total contribution of HDI ownership:	
------------------------------------	--	--------------------------------------	--

FORM 2.1.9 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

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

DETAILS OF BIDDING ENTITY'S BANK

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

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

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

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

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

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

Witness:

FORM 2.1.10**DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION

FORM 2.1.11**AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

41

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

Compliance with Employment Equity Act 55 of 1998

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

Definitions in terms of the last mentioned Act.

"designated employer" means-

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

CONTRACT NO: JSM-W22-23/W1-4

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

FORM 2.2.1 **COMPULSORY SITE INSPECTIONS / INFORMATION / CLARIFICATION MEETINGS**

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

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

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

2. Attendance Register

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

3. Confirmation Notes of Inspection/Briefing Sessions

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

4. Bid Documents

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

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

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

representative of (Bidder)

.....

of (address)

.....

.....

Telephone number

Fax number

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

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

SIGNATURE OF BIDDER'S REPRESENTATIVE:

FORM 2.2.2 TAX CLEARANCE CERTIFICATE

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder is to affix to this page either:

- Written proof of his registration with the CIDB as a Category **7CE/6CEPE OR Higher**

Or

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

Note:

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE Dr JS MOROKA LOCAL MUNICIPALITY					
BID NUMBER:	JSM-W22-23/W1-4	CLOSING DATE:	8th February 2023	CLOSING TIME:	11:00am
DESCRIPTION	REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
Main Entrance of Dr. JS Moroka Municipality Head Office Building Head Quarters at 2601/3 Bongimfundo Street					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL BID PRICE					R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain		CONTACT PERSON	Mr. M .Z Skosana	
CONTACT PERSON	Mr A Masilela		TELEPHONE NUMBER	013 973 9126/7/8/9	
TELEPHONE NUMBER	013 973 1101/1390		FACSIMILE NUMBER	013 973 9132	
FACSIMILE NUMBER	013 973 0974/2463		E-MAIL ADDRESS	skosanaz@moroka.go.za	
E-MAIL ADDRESS	masilelaa@moroka.gov.za				

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>

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

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

Witness:

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

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

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

• **4 DECLARATION**

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- | | | |
|----|---|-------------------|
| 1) | level certificate issued by an authorized body or person; | B-BBEE Status |
| 2) | as prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit |
| 3) | requirement prescribed in terms of the B-BBEE Act; | Any other |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES:

1.

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

9.

DATE:

ADDRESS:

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____ Full scope of works _____	100 %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(**Tick applicable box**)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	

Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full

61

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

names),
do hereby declare, in my capacity as
of(name
of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)

Tender No.

(C2)

Tender description:

(C3)

Designated product(s)

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Pula

EU

GBP

(C7)

Specified local content %

Note: VAT to be excluded from all calculations

Annex C

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

Signature of tenderer from Annex B

Date: _____

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

Annex D

Imported Content Declaration – Supporting Schedule to Annex C

(D1)Tender No.		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Note: VAT to be excluded from all calculations </div>					
(D2)Tender Description							
(D3)Designated Products							
(D4)Tender Authority							
(D5)Tendering Entity Name							
		Pula		EU		GBP	

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
<i>This total must correspond with Annex C - C 21</i>									(D19) Total exempt imported value		

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

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

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

Witness:

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
								(D45) Total imported value by 3rd party			

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

Signature of tenderer from Annex B

Date: _____

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

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

Witness:

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

Tender description: Designated products: Tender Authority: Tendering Entity name:		Note: VAT to be excluded from all calculations	
Local Products (Goods, Services and Works)	Description of items purchased <i>(E6)</i>	Local suppliers <i>(E7)</i>	Value <i>(E8)</i>
	(E9) Total local products (Goods, Services and Works)		
Manpower costs		(E10)(Tenderer's manpower cost)	

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

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

Witness:

Factory overheads	(E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)	<div></div>
--------------------------	---	-------------

Administration overheads and mark-up	(E12)(Marketing, insurance, financing, interest etc.)	<div></div>
---	---	-------------

(E13) Total local content	<div></div>
----------------------------------	-------------

Signature of tenderer from Annex B

**This total must correspond with
Annex C - C24**

Date: _____

The guidance document can be found at: www.dti.gov.za/industrial_development/docs/ip/guideline.pdf

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

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

Witness:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to ...**Dr. JS Moroka Local Municipality**..... in accordance with the requirements and specifications stipulated in bid number...**JSM-W22-23/W1-4**...., at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

.

2.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

1 MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 2 This Standard Bidding Document must form part of all bids invited.
- 3 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 4 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1. Are you by law required to prepare annual financial Statements for auditing? **YES / NO**

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

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

2.2 If yes, provide particulars.

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

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

3.1 If yes, furnish particulars.

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

Witness:

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES : TECHNICAL SERVICES

CONTRACT NO: **JSM-W22-23/W1-4**

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

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

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FORM 2.3.4 SPECIFIC GOALS.....	90

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

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

Witness:

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

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

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

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

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

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

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

Witness:

DR. JS MOROKA LOCAL MUNICIPALITY

BID DOCUMENT

2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

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

1. EVALUATION OF TENDERS

Evaluation Criteria

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

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

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

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

A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and BBB-EE evaluation/ The functionality points shall be distributed as follows below:

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

Name:

Evaluation Criteria	Minimum Required		Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	NQ7-Degree in Civil or equivalent		No	5	
Academic Qualifications	Diploma in Civil or equivalent		No	4	
Academic Qualifications	Diploma in Project Management or equivalent		No	4	
			Yes		
	Matric			2	
Sub-total				5	
Experience of Team Leader in similar projects			Elimination Factor		
Involvement in comparable projects (Technical)	0		Yes	0	
	1 – 2		No	1	
	3 – 4		No	3	
	5 upwards		No	5	
Sub-total				5	
Total				10	

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

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

Name:

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

Site Foreman:

(Maximum Points obtainable 5; minimum 2)

Name:

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

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

Safety Officer:

(Maximum Points obtainable 5; minimum 2)

Name:

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

PLANT (Maximum Points obtainable 15)

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

Programme and cashflow (Maximum Points obtainable 10)

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

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

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

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

Similar projects are for construction of Bulk water only. (including vat)

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

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

TOTAL SCORE: _____/100

Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	80

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

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

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

10 – POINTS (FOR BBEE):

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

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

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

PLEASE REMEMBER:

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

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

FORM 2.3.3 GENERAL INFORMATION

1. Name of bidding entity:

2. Contact details

Contact name and number:

Address of bidding entity:

Postal code:

Tel no: () Fax no: ()

E-mail address:

3. Legal entity: Mark with an X.

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

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

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

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

5. VAT registration number:

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

6. Company or closed corporation registration number: _____

89

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

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

SIGNATURE OF AUTHORIZED PERSON :

DATE :

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

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

Witness:

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

.1.2.1 Name and Identity Number	.1.2.2 Relevant qualifications and experience	Years of relevant experience

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

FORM 2.3.4 SPECIFIC GOALS**1 Equity Ownership**

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

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

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

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

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

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

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

2 SMME Status

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

Sector / Sub-Sector in which located: _____

Total Full-Time Equivalent of paid Employees: _____

Total Annual Turnover: _____

Total Gross Asset Value: _____

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

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

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

30% of the goods or services of the bid will have local content?

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

4 JOB CREATION

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICE :

CONTRACT NO: **JSM-W22-23/W1-4**

FOR
REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C5 ANNEXURES

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

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

Witness:

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES :

CONTRACT NO: **JSM-W22-23/W1-4**

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'**

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

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

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

rand (in words);

R

(in figures),

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

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

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of Witness

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

Date _____

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

Witness:

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

ACCEPTANCE

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

The terms of the contract, are contained in

Part C1Agreements and Contract Data, (which includes this Agreement)

Part C2Pricing Data

Part C3Scope of Work

Part C4Site Information

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

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

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

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

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

FOR THE CLIENT:

Signature(s)

Name(s)

Capacity

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

Name and signature of witness _____

Date _____

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject _____
	Details _____
2	Subject _____
	Details _____
3	Subject _____
	Details _____
4	Subject _____
	Details _____
5	Subject _____
	Details _____
6	Subject _____
	Details _____

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness

_____ Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

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

Name and signature of witness

_____ Date _____

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

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

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

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

The following contract specific data are applicable to this Contract.

Clause										
1.1.1.15 1.2.1.2	<p>The Employer is the Dr. JS Moroka Local Municipality</p> <p>The Employer's address for receipt of communications is:</p> <p>Physical address: Dr. JS Moroka Local Municipality 2603/1 Bongimfundo Street Siyabuswa 0472 Telephone: (013) 973 1101/1390</p> <p>Postal address: Private Bag X 4012 Siyabuswa 0472 Fax: (013) 973 2463/0974</p>									
	<p>The Ross Consulting Engineers</p> <p>The Engineer's address for receipt of communications is:</p> <p>Physical (street address) address: 44 a Rbe Street Polokwane,0700 616 Section B Kwamhlanga 1022 Telephone 015 230 0249/071 273 1775 E-mail: info@rossconsultingengineering.co.za</p>									
1.1.1.12 5.1.1	<p>Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.</p>									
5.12.2.2	<p>Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in item B1215 to the Scope of Works: Extension of time due to abnormal rainfall</p>									
3.1.3	<p>The Engineer is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer:</p> <ul style="list-style-type: none">- Certify additional costs/expenditure- Taking over of the Works- Determining extension of Time for Completion									
5.3.1	<p>The Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date or immediately after such time as the Documents Required Before Commencement have been approved and the initial requirements have been complied with.</p>									
	<p>The documents required before commencement are the following:</p> <ul style="list-style-type: none">a) Contractor's health and safety plan (Clause 4.3),b) Programme of Works (Clause 5.6),c) Security (Clause 6.2), and <p>Insurance (Clause 8.6)</p>									
5.3.2	<p>The documents required before commencement are to be delivered within 14 (Fourteen) days after the Commencement Date</p>									
6.2	<p>The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee" – See Form C1.3.</p>									
6.2	<p>The liability of the Guarantee shall be in accordance with paragraph 21 (1)(f) of the DR. JSMLM's Supply Chain Management Policy, which reads as follows:</p> <p>(f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted;</p> <p>Guarantees will be required as follows:</p> <table><tr><th>CATEGORY</th><th>PROJECT VALUE</th><th>GUARANTEE</th></tr><tr><td>A</td><td>< R500 000</td><td>2,5%</td></tr><tr><td>B</td><td>R500 001 – R1 000 000</td><td>5%</td></tr></table>	CATEGORY	PROJECT VALUE	GUARANTEE	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%
CATEGORY	PROJECT VALUE	GUARANTEE								
A	< R500 000	2,5%								
B	R500 001 – R1 000 000	5%								

101

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

Clause													
		C	R1 000 001 – R2 000 000	7,5%									
		D	>R2 000 000	10%									
7	The Form of Guarantee is to be delivered within 14 (Fourteen) days after the Commencement Date												
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is R 0.00												
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 0.00												
8.6.1.2	A Coupon Policy for Special Risks is to be issued. (To be approved by the Employer's Claims Management Services Provider)												
8.6.1.3	The limit of the liability insurance is R10 000 000,00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)												
8.6.1.5	The following additional and varied insurances are required: Not applicable												
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 10%												
5.5.1	The whole of the Works shall be completed within 7 Months with effect from date of appointment												
5.13.1	The penalty for failing to complete the Works is R5000,00 per day or part thereof, beyond the stated completion date, for each individual work order or instruction												
6.8.2	Contract Price Adjustment: Is applicable Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract. The value of "x" is 0,15 The values of the coefficients are: a = 0,3 b = 0,3 c = 0,35 d = 0,05 The urban area nearest the Site is Marble Hall The base month is Appointment Month												
6.8.3	The following are special materials: <table><tr><th>Special Material</th><th>Unit</th><th>Rate or Price for the base month</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> The basis for price adjustment for special materials is as follows: *Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above or price with acceptable documentary evidence				Special Material	Unit	Rate or Price for the base month						
Special Material	Unit	Rate or Price for the base month											
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works but delivered is eighty percent (80%)												
6.10.3	The percentage retention on the amounts due to the Contractor is 10%												
6.10.3	A Retention Money Guarantee is not permitted.												
7.8	The Defects Liability Period is twelve (12) calendar months per work completed.												
10.3	Disputes are be settled in terms of paragraph 50 of the SCM Policy, which reads as follows: Resolution of disputes, objections, complaints and queries (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes – (a) to assist in the resolution of disputes between the municipality and other persons regarding - (i) any decisions or actions taken in the implementation of the supply chain management system; or (ii) any matter arising from a contract awarded in the course of the supply chain management system; or (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract. (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively. (3) The person appointed must – (a) strive to resolve promptly all disputes, objections, complaints or queries received; and (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved. (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if – (a) the dispute, objection, complaint or query is not resolved within 60 days; or												

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

2.

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

Clause	
	(b) no response is forthcoming within 60 days.
	(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
	(6) This paragraph must not be read as affecting a person's rights to approach a court at any time
10.3	Disputes are to be settled in terms of paragraph 50 of the SCM Policy, as set out above, under 58.2.

PART 2: DATA PROVIDED BY THE CONTRACTOR

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

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

C1.3 FORM OF GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

.2 CONTRACT DETAILS

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

.3 PERFORMANCE GUARANTEE

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

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

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

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

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

Signed at.....

Date.....

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

Capacity.....

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

PRO FORMA

ADJUDICATION BOARD MEMBER AGREEMENT

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

This Agreement is entered into between:

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

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

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

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

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

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

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

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Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

- a. A monthly retainer of *(amount)* for *(number)* of months, and/or
- b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
- c. A hourly fee of *(amount)*, and/or
- d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.

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

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

This Agreement is entered into by:

Contractor's signature: _____

Contractor's name: _____

Place: _____

Date: _____

Employer's signature : _____

Employer's name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's name: _____

Place: _____

Date: _____

** Delete the inapplicable party*

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

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

Witness:

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

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

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

in his capacity as _____

and

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

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz **CONTRACT NO. JSM-W22-23/W1-4 REPLACEMENT OF ASBESTOS BULK LINE GA -PHAHLA AND SIYABUSWA 'A'**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

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

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

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

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

Witness:

NAME 1

(IN CAPITALS)

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

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

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

An example is given below:

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

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
(IN CAPITALS)

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: ***JSM-W22-23/W1-4***

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

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

Witness:

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

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

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

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

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the billed rate of the (same) item
Sum	:	An amount billed for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

NB: PLEASE STATE THE FOLLOWING:

- ARE/IS BID PRICE/S FIRM:

YES	NO
-----	----

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

.....

.....

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

CONTRACT NO: **JSM-W22-23/W1-4**

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

C2.2 BILL OF QUANTITY

As per SANS 1200 and Sans 0120

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

Witness:

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

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSMLW22-23/001-4						
SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	SANS:1200 A	SCHEDULE 1: PRELIMINARY AND GENERAL The Tenderer shall price all preliminary and general items required by him, and/or his subcontractors, necessary to execute the works. Pricing should be done in accordance with the General Conditions of Contract, SANS 1200, as well as applicable project specifications. Items not priced are deemed to be included and covered in the Tenderer's rates.				
1,1	8,3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	Establish Facilities on the Site :				
1.1.2.1	8.3.2.1	a) Facilities for Engineer (SANS 1200 AB)				
	PS AB 3.1	Project Name Boards	No.	2		
	PS AB 3.2	Offices: 1 furnished room for meeting purposes	Sum	1		
	PS AB 9.1	Site instruction & Site diary books	Sum	1		
1.1.2.2	8.3.2.2	b) Facilities for Contractor				
	PS A 4.2	Offices and storage sheds	Sum	1		
	PS A 4.2	Living accommodation	Sum	1		
		Ablution and latrine facilities	Sum	1		
	PS A 4.3	Tools and equipment	Sum	1		
		Water supplies, electric power and communications	Sum	1		
		Dealing with water	Sum	1		
	PS A 5.8	Access	Sum	1		
		Plant and equipment	Sum	1		
TOTAL CARRIED FORWARD						

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4						
SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		As-built information based on data from a registered land surveyor to include existing and constructed infrastructure.	Sum	1		
	PS A 5.1.1	Setting out of bench marks, services and erf pegs by a registered land surveyor - Allowance must be made for setting out of excavations and placement of services after excavation.	Sum	1		
1.1.3	8.3.3	Other fixed-charge obligations				
1.1.4	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1		
1.1.5	8.3.5	Contractual requirements allowed for sub-contractor to be appointed under the contract for the duration of the work. Allowance to make provision for over head cost to complete the scope of work to be sub-contracted.	Sum	1		
		Overheads, charges and profit on item 1.1.5 above.	%	10		
1.2	8.4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Month	10		
1.2.2.1		Time related cost for the preferential procurement sub-contractor appointed as per Contract data requirement to execute the portion of the works as per appointment by the Contractor. Allowance must be all inclusive for labour, material, accommodation and company overhead cost to complete the sectional scope of the works.	Month	10		
TOTAL CARRIED FORWARD						

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4						
SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Overheads, charges and profit on item 1.2.2.1 above.	%	10		
1.2.2.	8.4.2	Operate and maintain facilities on the Site for the duration of the Contract:				
1.2.2.1	8.4.2.1	a) Facilities for Engineer for duration of construction (SANS 1200 AB)				
	PS AB 5.1	Cellphone allowance	PC Sum	1	10000	R10 000,00
		Offices: 1 furnished room for meeting purposes	Month	10		
	PS AB 9.1	Site instruction & Site diary books	Month	10		
1.2.2.2	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated				
	PS A 4.2	Offices and storage sheds	Month	10		
		Workshops	Month	10		
	PS A 4.2	Living accommodation	Month	10		
		Ablution and latrine facilities	Month	10		
	PS A 4.3	Tools and equipment	Month	10		
		Water supplies, electric power and	Month	10		
		Dealing with water	Month	10		
TOTAL CARRIED FORWARD						

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSMLW22-230W1-4						
SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
	PS A 5.8	Access	Month	10		
		Plant and equipment	Month	10		
1.2.3.	8.4.3	Supervision	Month	10		
1.2.4.	8.4.4	Company and head office overhead costs	Month	10		
	PS AB 9.2	Quality assurance and control	Month	10		
		Other time-related obligations (Specify)	Month	10		
					
					
					
	PS A 8.4.6	Standing time costs				
		a) Plant	Day	1		Rate Only
		b) Labour	Day	1		Rate Only
		c) Other resources (to be specified by contractor)	Day	1		Rate Only
					
					
					
1,3	8,5	SUMS STATED PROVISIONALLY BY ENGINEER				
	8.8.5	Land Survey Act				
		a) Search for and record tri- gonometrical survey beacons, bench marks and plot and protect boundary pegs, and expose on completion of Works	PC Sum	1	10000	R10 000,00
		b) Overheads, charges and profit on item 1.3 above.				
		Training of a local student from accredited institution	PC	sum	100000	R100 000,00
TOTAL CARRIED FORWARD						

Bidder:
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2.

Witness:

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4						
SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Material Testing				
PS A 8.4.5		a) Additional material testing by commercial laboratories required by the Engineer	PC Sum	1	10 000,00	10 000,00
		b) Overheads, charges and profit on item A.3.3 above.	%			
		Community Liason Officer (CLO)				
PS A 8.5a		a) Employment of Community Liaison Officer	PC Sum	1	100 000	R100 000,00
PS A 8.5b		b) Contractor's overheads, charges and profit on employment of CLO as per item A.3.5 above	%			
		Existing Services & Structures				
		a) Relocate and/or reinstate existing services effected by construction	PC Sum	1	800000	R800 000,00
		b) Overheads, charges and profit on item A.3.7 above.	%			
8,8		TEMPORARY WORKS				
PS A 8.8.2		Dealing with traffic and provide access during construction	Sum	1	100000	R100 000,00
8.8.4		EXISTING SERVICES				
PS A 8.8.4		Excavate by hand in soft material to expose all services	m³	20		
		Temporary protection of all services, this will include all roads, stormwater channels, fencing, water reticulation, etc.	Sum	1	100000	R100 000,00
TOTAL CARRIED FORWARD						

Bidder:
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Witness:

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. ISM-W22-230W1-4						
SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
	PS A 8.9	OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)				
	PS A 8.9.1	Cost of health and safety measures in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act	Month	10		
	PS A 8.9.2	Compilation and maintenace of a Health and Safety Plan, including Risk Assesments, Safe Works Procedures and Methods Statements	Month	10		
	PS A 8.9.3	Compilation and maintenance of the H&S file Engineers safety & Enviromental consultant	Month sum	10 1		
		ENVIRONMENTAL MANAGEMENT				
	PS A 8.3.6	Requirements in terms of the Environmental Management Programme	Month	10		
TOTAL CARRIED FORWARD TO SUMMARY						

Bidder:
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Witness:

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. ISM-W22-23/M1-4						
SCHEDULE 2: SITE CLEARANCE						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 C	SCHEDULE 2 : SITE CLEARANCE				
		CLEAR SITE				
	PS C 8.2.1	Clear and grub Site for:				
		Strips, 5,0 m wide	m	7000		
	PS C 8.2.2	Remove and grub large trees and tree stumps of girth Over and up to:				
		Over 0.5 m and upto 1.0 m	No.	5		
		Over 1.0 m and upto 2.0 m	No.	5		
	PS C 8.2.8	Demolish and remove existing structures, reinstate or remove to dump site as per project specification:				
		Existing fence complete with wiring, poles & stays.	m	15		
		Concrete footings	m ³	5		
		Underground pipes	m	15		
TOTAL CARRIED FORWARD TO SUMMARY						

Bidder:
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Witness:

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM/W22-23/001-4						
SCHEDULE 3: BULK WATER SUPPLY						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3		SCHEDULE 3: BULK WATER SUPPLY				
3.1	SANS: 1200	EXCAVATION (PIPE TRENCHES & CHAMBERS)				
	DB					
	PS DB	<u>Excavate in all materials for trenches, backfill, compact and dispose of surplus material within the free haul distance for trenches (including shoring and or bracing of Pipes 110mm dia up to 400mm dia</u>				
	8.3.2(a)					
		a 0.5m - 1.0m	m³	40		
		b 1m - 1.5m	m³	180		
		c 1.5m - 2.0m	m³	10000		
		d 2.0m - 2.5m	m³	2400		
		e 2.5m - 3.0m	m³	300		
		f 3.0m - 3.5m	m³	200		
3.1.1		<u>Pipes over 160 mm dia up to 400mm dia for depth</u>				
	8.3.2(b)	Extra-over items B.2.1 for (provisional):				
3.1.2		Intermediate excavation	m³	50		
3.1.3		Hard rock excavation	m³	50		
3.1.4	8.3.2(c)	Excavate unsuitable material from trench bottom (provisional)	m³	10		
3.1.5	8.3.8.1(c)	Hand excavation to expose existing services	m³	15		
	PS DB	Extra-over PS DB 8.3.2(a) for temporary	m³	50		
	8.3.2(e)	stockpiling of material				
	8.3.3	EXCAVATION ANCILLARIES				
	PS DB	Make up deficiency in backfill material				
	8.3.3.1	(unlimited freehaul distance)				
	8.3.3.1(a)	From other necessary excavations on site	m³	50		
	8.3.3.1(c)	From commercial sources	m³	50		
	8.3.5	EXISTING SERVICES				
	PS DB	Services that intersect a trench				
	8.3.5(a)					
		Water main pipes	No	10		
	PS DB	Services that adjoin a trench				
	8.3.5(b)					
		Security fence	m	20		
		Water pipes	m	15		
TOTAL CARRIED FORWARD						

Bidder:

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REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4						
SCHEDULE 3: BULK WATER SUPPLY						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
3.1.2	PS DB	FINISHINGS				
	8.3.6					
	8.3.6.1	Reinstate road surfaces complete with all layers				
		Gravel road surfaces	m ²	10		
3.1.3	SANS	BEDDING (PIPES)				
	1200 LB					
	8.2.1	Provision of bedding material compacted to 93% of MAASHTO density (100% for sand) with material from trench excavation				
		Selected granular material	m ³	1000		
		Selected fill material	m ³	3500		
	8.2.2.3	Provision of bedding material compacted to 93% of MAASHTO density (100% for sand) with material from commercial sources				
		Selected granular material	m ³	100		
		Selected fill material	m ³	100		
3.1.4	SANS	PIPEWORK				
	1200 L					
	8.2.1	Supply, lay and bed HDPE PE100, Class 10				
		Stub and flange joint on flexible pipe bedding, testing etc as shown on the dwg.				
		and disinfect the following nominal pipes sizes:				
	a	400mm	m	2100		
	b	315mm	m	2000		
	c	250mm	m	300		
	d	200	m	1 500		
	e	160	m	800		
TOTAL CARRIED FORWARD						

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REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4 SCHEDULE 3: BULK WATER SUPPLY						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		SPECIALS AND FITTINGS				
	8.2.2	Supply, lay and bed on bedding according to SANS 1200 drawing LB-2, test and disinfect with necessary couplings:				
	a	Pipe specials	sum	1	480000	R480 000,00
	b	Independent Inspectorate for steel pipes	sum	1	140000	R140 000,00
		Horizontal Drilling				
	a	Four crossings	sum	1	480000	R480 000,00
		Connection Point				
	a	Three connection points	prov. Sum	1	200000	R200 000,00
		Bridge				
	a	Pipe Bridge (Over the stream)	Prov. Sum	1	500000	R500 000,00
TOTAL CARRIED FORWARD						

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4 SCHEDULE 3: BULK WATER SUPPLY						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
3.1.5		VALVES				
	PS L	Construct chamber complete with valves, fittings, concrete support, joint, cutting pipes where necessary and testings: Inc lockable cover				
	8.2.3					
		Air valve (see drawing 221006-BK-CIV -4				
		ND 50 mm Airvalve chamber	No	5		
		Isolating valve (see drawing 221006-BK-CIV-04				
		ND 250 mm Isolating valve chamber	No	2		
		ND 500 mm Isolating valve chamber	No	2		
TOTAL CARRIED FORWARD						

Bidder:
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REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4			SCHEDULE 3: BULK WATER SUPPLY			
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Scour valve (see drawing 221006-BK-CIV-04-U ND 80 mm Scour valve chamber	No	1		
		ANCILLARIES				
PS L		Anchor/Thrust blocks	m ³	8		
8.2.11		Pipeline markers	No	10		
8.2.13		EXCAVATIONS:				
		VALVE CHAMBERS AND MANHOLES				
		Air valve chamber complete according drawing 221006-BK-CIV-04-D-07				
		over and up to				
		0,0 m 1,5 m	No	4		
		Isolating valve chamber complete according drawing 221006-BK-CIV-04-D-12				
		over and up to				
		0,0 m 1,5 m	No	2		
		Scour valve chamber complete according drawing 221006-BK-CIV-04-D-13				
		over and up to				
		0,0 m 1,5 m	No	1		
TOTAL CARRIED FORWARD TO SUMMARY						

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4			SCHEDULE 3: BULK WATER SUPPLY & STORAGE			
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Bulk water meter and control valve chamber complete according to drawing 221006-BK-CIV-04-D-02				
		over and up to				
		0,0 m 1,5 m	No	3		
		CONCRETE				
		Blinding layer in 20 MPa/19mm concrete 50 mm Minimum thickness for	m ²	16		
8.4.3		Strength concrete: grade 20MPa/19mm				
		Mass concrete to anchor inlet pipe	m ³	2,00		
		Mass concrete to anchor scour pipe	m ³	2,00		
		Mass concrete to anchor outlet pipe	m ³	3,00		
TOTAL CARRIED FORWARD						

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REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4 SCHEDULE 3: BULK WATER SUPPLY						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
	SANS	Blinding layer in 20/19 concrete 50 mm thickness				
	1200 G	Horizontal	m ²	20		
		Mass concrete filling below structures or	m ³	2,00		
		Strength concrete grade 25/19				
		Concrete ring beams	m ³	1,00		
		Test Blocks, making and testing of three				
		150x150x150mm cubes	sets	6,00		
	PS G	FORM WORK				
	8.1.1 & PSG					
	8,					
	8.2.1	Rough:				
		Wall foundations	m ²	5		
	8.2.2	Smooth:				
		Plane Vertical				
		Sides of wall	m ²	3		
			m ²	2		
	8.1.2	REINFORCEMENT				
	8.3.1	Mild steel bars:				
	8.1.2.2	Diameter 25mm	t	0,50		Rate Only
	8.1.2.3	Extra-over for item D.4.1 for steel bars				
		with diameter:				
		8 mm	t	0,50		Rate Only
		10 mm	t	1,00		Rate Only
		12 mm	t	0,50		Rate Only
	8.3.1	High tensile steel bars:				
	8.1.2.2	Diameter 25 mm	t	1,50		Rate Only
TOTAL CARRIED FORWARD						-

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'						
TENDER NO. JSM-W22-23/W1-4 SCHEDULE 3: BULK WATER SUPPLY						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
	SANS					
	1200 G					
	8.1.2.3	Extra-over for item D.4.6 for steel bars				
		10 mm	t	1,00		Rate Only
		12 mm	t	0,50		Rate Only
		16 mm	t	0,80		Rate Only
	PS G	UNFORMED SURFACE FINISHES				
	8.4.4					
		Wood-floated finish:(See PS G 5.5.10.4)				
		Bottom of foundations	m ²	1		Rate Only
		Steel-floated finish (See PS G 5.5.10.5)				
		Top of foundations	m ²	1		Rate Only
		Steel float finish				
		Concrete ring beam	m ²	1		Rate Only
		CONCRETE RING BEAM FINISHING				
		Chamfer internal edge	m	1		Rate Only
		Internal sand bed (100mm)	m ³	1		Rate Only
		Crushed stone around outer edge of ring beam (19 mm)	m ³	1		Rate Only
TOTAL CARRIED FORWARD						

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Witness:

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'			
TENDER NO. JSM-W22-23/W1-4		SUMMARY	
		SUMMARY OF SECTIONS	
	SECTION	DESCRIPTION	AMOUNT R
	1	SCHEDULE 1: PRELIMINARY AND GENERAL	
	2	SCHEDULE 2: SITE CLEARANCE	
	3	SCHEDULE 3: BULK WATER SUPPLY	
	4	SUBTOTAL 1	
	5	10% CONTIGENCIES	
	6	6% ESCALATION	
	7	SUBTOTAL 2	
	8	15% VAT	
	9	GRAND TOTAL (INCL VAT) - SUMMARY OF SCHEDULES	

Bidder:
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2.

DR. JSMLM:
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Witness:

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: **JSM-W22-23/W1-4**

FOR

REPLACEMENT OF ASBESTOS BULK LINE GA-PHAHLA AND SIYABUSWA 'A'

PART C3 SCOPE OF WORKS

CONTENTS

C3.1 DESCRIPTION OF WORKS

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

C3.2 ENGINEERING

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

C3.3 PROCUREMENT

- C3.3.1 Preferential Procurement
- C3.3.2 Subcontracting

C3.4 CONSTRUCTION

- C3.4.1 Works specifications
- C3.4.2 Plant & Material
- C3.4.3 Project Specifications: Additional Specifications
- C3.4.4 Construction equipment
- C3.4.5 Existing services
- C3.4.6 Site Establishment
- C3.4.7 Site Usage
- C3.4.8 Permit & Wayleaves
- C3.4.9 Alterations, Additions, Extensions and Modifications to Existing work
- C3.4.10 Inspection of Adjoining Properties

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2.

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- C3.4.11 Water for Construction Purposes
- C3.4.12 Survey Control and Setting Out of the works

C3.5 MANAGEMENT OF THE WORKS

- C3.5.1 Generic Specification

C3.6 HEALTH AND SAFETY

- C3.6.1 Health and Safety requirements and procedures
- C3.6.2 Protection of the Public
- C3.6.3 Barricades and lighting
- C3.6.4 Traffic control on roads
- C3.6.5 Measures against disease and epidemics
- C3.6.6 Aids awareness

Bidder:
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Witness:

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the Bulk Water Standard Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORKS

Construction of 6.7km HDPE pipe with sizes of 400mm,315mm,250mm,200mm and 160mm diameter.The works also comprises of installation of valves and chambers,horizontal drilling and connecting to the existing water pipe.

C3.1.1 EMPLOYER'S OBJECTIVES

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

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities which are to be performed by hand/Labour-Intensive Specification⁽¹⁾ and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.2 OVERVIEW OF THE WORKS

The project installation of a new pipeline

Activities to be performed by Hands to include:

- Soft Excavation and Backfilling
- Formwork
- Placing of Concrete
- Pipe Laying

C3.1.3 EXTENT OF WORKS

- Site Clearing
- Locating, Exposing and protection of Existing Services
- Excavation, trench preparation and compaction
- Supply, Bedding and Laying HDPE Pipes
- Backfilling of trenches and testing of installation
- Concrete Works
- Connection to existing infrastructure
- Installation of Valve Manholes

The tenderer 's obligations include strict compliance with any Environmental requirements and/or reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements.

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This description of the works is not necessarily complete and shall not limit the work to be carried out by the Tenderer under the Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 LOCATION OF THE WORKS

The project is in Siyabuswa D under Dr. JS Moroka Local Municipality in the Nkangala District of Mpumalanga province. The GPS co-ordinates are as follows:

Project: **Reservoir** Latitude: 25°8'47.83"S
Latitude: 25°8'35.41"
Longitude: 29°4'10.17"E

Siyabuswa A; B; C;D;E;F, Ga-Phahla
Longitude: 29°3'26.71"E

C3.1.5 TEMPORARY WORKS

The Contractor for this project is considered aware of that he will be working on a new bulk water line, the pricing by the tenderer are considered to include all costs for temporal works for ensuring that there is minimal effect to the existing line during construction. This include all possible option for the Contractor which will be approved by the Project Engineer and the Client which might include temporal bypass, provision of Mobile Toilets, etc.

The Tenderer shall, as relevant:

- a) Provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Engineer, and permit by the Employer, other the Tenderer's statutory bodies or any other person who might require legitimate access to or through the site for executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, the Tenderer's offices, storage sheds, latrines, barricading of works shall be in an approved position and subject to the approval of all authorities concerned.
- d) Safety and security of the Tenderer's temporary works shall be at the Tenderer's discretion, but always in accordance with stipulated Occupational Health and Safety requirements.
- e) The camp shall be adequately guarded during or outside working hours
- f) Include the works required to locate, verify and protect existing services within the works area;
- g) Be such to ensure no or limited interruption to vehicular and pedestrian traffic; and
- h) Be such that existing storm water flow shall not be impeded during survey and construction activities.

Further, The Tender shall note that no stockpiling of materials, plant, excavated materials or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer and the public in general.

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Witness:

C3.2 ENGINEERING

C3.2.1 DESIGN

Works designed by, per design stage:

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

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

C3.2.2 EMPLOYER'S DESIGN

- (a) The Tenderer undertakes only construction based on designs issued by the Employer. The Tenderer is to follow the specifications, the design and construction drawings as laid out by the Employer.

C3.2.3 CONTRACTOR'S DESIGN

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

C3.2.4 DRAWINGS

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

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

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

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Witness:

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

Drawings are included in this Contract Document based on current available information. Such drawings may be updated (based on actual site situation uncovered during execution of the works) and re-issued during the Contract Period as required.

DRAWING NO.	REV	DRAWING DESCRIPTION

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015) 3rd Edition, be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

C3.2.5 DESIGN PROCEDURES

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

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

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

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

C3.3.1.2 Resource standard pertaining to targeted procurement

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

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

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works and specialised works

Mandatory

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

Typical Works that can be subcontracted are:

- Supply of imported material
- Excavation and Backfilling of Pipelines

The Main Contractor will be required to:

- Sign off on work completed
- Attend progress meetings
- Prepare Method Statement and programme of work
- Draft progress reports; and
- Liaise with the community during construction phase

C3.3.2.2 Preferred subcontractors/suppliers

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

C3.3.2.3 Subcontracting procedures

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

C3.3.2.4 Attendance on subcontractors

Experience Local Contractors will be engaged for the implementation of this project. The Local Sub contractors will be developed without sacrificing the quality of work to the tune of 30% of the contract value

C3.3.2.5 MINIMUM WAGE

C3.3.2.5.1 Requirements

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

Bidder:

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C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

Applicable SANS 1200 Standardised Specifications for the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SANS 1200 A	:	1986	General
SANS 1200 AA	:	1986	General (Small Works)
SANS 1200 AB	:	1986	Engineer's Office
SANS 1200 C	:	1980	Site Clearance (Amendment 1, 1982)
SANS 1200 D	:	1988	Earthworks (Amendment 1, 1990)
SANS 1200 DA	:	1988	Earthworks (Small Works) (Amendment 1, 1990)
SANS 1200 DB	:	1989	Earthworks (Pipe Trenches)
SANS 1200 G	:	1982	Concrete (Structural)
SANS 1200 GA	:	1982	Concrete (Small Works)
SANS 1200 H	:	1990	Structural Steelwork
SANS 1200 HA	:	1990	Structural Steelwork (Sundry Items)
SANS 1200 L	:	1983	Pipelines
SANS 1200 LB	:	1983	Bedding (Pipes)

The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.

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The following variations to standardized specifications and additional clauses are applicable to this Contract and are contained in the “Annexure to the Scope of Work”.

PSA	General
PSAB	General - Engineer's Office
PSC	Site Clearance
PSD	Earthworks
PSDB	Earthworks (pipe trenches)
PSGA	Concrete (small works)
PSL	Pipelines
PSLB	Bedding Pipes

The following particular specifications are applicable to this contract and are contained in Annex E:

NIL

C3.4.2 PLANT AND MATERIALS

C3.4.2.1 Plant and materials supplied by the employer

None

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

Detailed latter in the document.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

The contractor/sub-contractors is responsible for their own equipment requirements.

C3.4.4.2 Equipment provided by the employer

No equipment will be provided by the Employer

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract

C3.4.5.2 Use of detection equipment for the location of underground services

Will be required.

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C3.4.5.3 Damage to services

The Contractor will be responsible for damage to services, known and unknown, and requirements for working in close proximity to services, etc.

C3.4.5.4 Reinstatement of services and structure damaged during construction

The Contractor will be responsible to close water services to work, on arrangement with the municipality, and be responsible to keep the disruptions to a short as possible period and re-instate services within the same day.

C3.4.6 SITE ESTABLISHMENT

C3.4.6.1 Service and facilities provided by the employer

None.

C3.4.6.2 Facilities provided by the contractor

As per the items listed in the Preliminary and General section of the Schedule of Quantities.

C3.4.6.3 Storage and laboratory facilities

Will be required.

C3.4.6.4 Other facilities and services

None.

C3.4.6.5 Vehicles and equipment

Responsibility of the Contractor and Sub-Contractor.

C3.4.6.6 Advertising rights

Will not be allowed, except on uniforms and vehicles belonging to the Contractor or Sub-contractor.

C3.4.6.7 Notice boards

Will be required.

C3.4.7 SITE USAGE

Only for work to be completed as specified. These sites cannot be used for camping or storage of equipment.

C3.4.8 PERMITS AND WAY LEAVES

To be clarified and obtained from the Local Municipality or relevant authority.

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C3.4.9 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The tenderer should identify the potential needs or possibility of such requirements.

C3.4.10 INSPECTION OF ADJOINING PROPERTIES

Will not be required.

C3.4.11 WATER FOR CONSTRUCTION PURPOSES

Available on site. Arrangements to be made with the Local Municipality for metering.

C3.4.12 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Responsibility of contractor.

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C3.4.13 VARIATIONS AND ADDITIONS TO REQUIREMENTS OF SPECIFICATIONS

PSA GENERAL

PSA 1 DEFINITIONS (Clause 2.3a)

Add the following:

Task	A quantified activity or operation.
Daily Task	A task that is required to be completed within a given time.
Task Work	Work paid for as measured against the completed task.
Task Rate	The remuneration for a completed task.
Labour intensive construction	The economic employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications and allowed by the funding available, thus the effective substitution of labour for equipment.

(Note: This definition is not Contract specific, but applies to the project as whole. This Contract is a part of such a project.)

PSA 2 INSTRUCTIONS BY THE ENGINEER (Clause 2.3)

Site instructions by the Engineer, addressed to the Contractor at his office on the site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

All instructions shall be in writing failing which they shall not constitute an instruction of the Engineer or his delegated assistant.

PSA 3 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings are included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the lay-outs and details shown in the Annexures to the Project and Particular Specifications shall prevail.

PSA 4 MATERIALS (Sub-clause 3.1)

All materials used in the Works shall bear the appropriate official standardisation mark.

PSA 5 CONTRACTORS CAMP (Sub-clause 4.2)

PSA 5.1 RESTRICTIONS ON EMPLOYEE ACCOMMODATION

No housing is available for the contractor's employees. The contractor shall make his own arrangements to house the employees and transport them to the site.

PSA 6 BARRICADING AND ACCOMMODATION OF TRAFFIC (Sub-Clause 4.2)

All open excavations shall be properly demarcated with reflective tape. For safety reasons the contractor may not have more than 300 m of trenching open at a specific time. He shall notify the Engineer a week in advance of his intention to open up any given section of line.

All vehicular and pedestrian traffic must be accommodated by the Contractor. The contractor should make provision for this in Schedule 1 of the Schedule of Quantities. No claims would be considered for working in half widths or for providing save entrance to individual holdings, or for any other measures deemed necessary for the accommodation of traffic.

The requirements of Clause 5.1.1.1 of Standardised Specification SABS 1200 D - Earthworks shall apply to "long" trenches as well.

PSA 7 MEASUREMENT AND PAYMENT (Sub-clause 8.1)

PSA 7.1 FINAL MEASUREMENT OF WORK

See Sub-clause 6.1 of General Conditions of Contract.

PSA 8 SETTING OUT OF THE WORKS (Sub-clause 5.1)

In terms of the General Conditions of Contract, regarding setting out, the Contractor shall check the conditions of all reference and level beacons himself and that they have not been disturbed and are true in regard to position and level.

It is the Contractors responsibility to use LG drawings to find all relevant erf boundary pegs needed for a correct setting out of the works.

The Contractor should submit a drawing indicating the disturbed pegs to the Engineer. The Contractor will allow six (6) working days for the re-pegging of missing pegs.

PSA 8.4.6.2 SECURITY

The Tenderer shall be responsible to provide security on site(s)

- a) As he deems necessary. The Employer shall not be held responsible for any loss or damage(s) suffered by the Tenderer, his plant,

equipment, materials, Sub-Contractor(s) or employees because of a security incident of any nature.

- b) Which have been identified, by the Employer, as potential high-risk areas requiring security during site visits for the duration of the contract. The Tenderer shall arrange that the security meet with the Employer representative as a convenient and safe location and thereafter escort to the necessary areas.

PSA 9 PROTECTION OF SERVICES

The Contractor must obtain information regarding existing services from the Local Authority, Telkom and Eskom, before commencing with the Works. The Contractor will be responsible for the protection of all services indicated by the respective authority and services which could reasonably have been foreseen by the Contractor. The sum tendered in the schedule of quantities shall be a time related item in terms of Clause 8.2.1 and will cover the above and all work in terms of Clause 5.2.

PSA 10 FIXED-CHARGE AND VALUE - RELATED ITEMS (CLAUSE A 8.2.1)

The sums tendered in respect of fixed-charge and value-related items shall not be increased should extension of time be granted for the completion of the Works.

Initial payments in respect of fixed-charge and value-related items (excluding the item for removal of site establishment) will be limited to a combined maximum of 7,5% of the Tender Sum for the Works. The balance of the of fixed-charge and value-related items, if any, will be paid after 50% of the Tender Sum for the Works has been certified for payment.

PSA 11 ORDERING OF MATERIALS

The quantities set out in the schedule of quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Tenderer shall check with the Employer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Tenderer except when ordered in accordance with written confirmation issued by the Employer.

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PSAB ENGINEER'S OFFICE (SABS 1200 AB)

PSAB 1 NAME BOARDS (Sub-clause 3.1)

Details of the information to be given on the name board will be shown on a drawing to be issued to the successful tenderer.

The Contractor shall provide and erect at an approved position, a name board of sound weatherproof construction indicating:

- (i) the name of the Employer
- (ii) a description of the Works
- (iii) the name of the Civil Consulting Engineer
- (iv) the emblem of the South African Association of Consulting Engineers.

No sign boards other than those specified above will be permitted on or adjacent to the Works except that:-

- (a) The Contractor may permit each of his Nominated or other contractors to display name boards of not more than 2 m² at the Works Office, and
- (b) the Contractor may signpost access to various work sites, with additional signs of not more than 0,3 m² of approved legend.

All name boards shall be maintained in good order by the Contractor for the duration of the contract.

PSAB 2 OFFICE BUILDINGS (Sub-clause 3.2)


PSAB 2.1 OFFICE BUILDING

Offices for the Engineer need not be provided. The tendered sum shall provide for an air-conditioned office and boardroom for the Engineer.

The boardroom shall be furnished with:

- 1 x conference table to seat 12 people
- 12 Chairs

The office shall be furnished with:

- 2 x office desks and chairs
- 2 x cabinets
- 1 x A1 plan holder
- 1 x fridge
- i7 Core Laptop, 3G Modern and Printer
-  Cell phone with R200 monthly Airtime

PSAB 2.2 SITE INSTRUCTION BOOKS

Throughout the construction period, the Contractor shall supply three carbon triplicate books as Site instruction books.

The first book will be kept on Site by the Engineer's representative to write day-to-day instructions and confirm any verbal information given to the Contractor.

The second book will be for the Contractor's staff to provide the Engineer's Representative with any information regarding the construction of the Works which may be requests and/or for giving notification in writing as required by any of the relevant clauses of the General Conditions of Contract.

The third book shall be used as a daily diary. The Contractor shall record weather, changes in Site staff and equipment, brief description of works, critical material deliveries, visitors and any other pertinent information. The Engineer shall add any notes of comments and both shall then sign that the information is correct.

At least one copy of each Site note issued by either party shall remain in the books. The books shall be mutually accessible.

PSAB 3 SURVEY EQUIPMENT (Sub-clause 5.5)

The Contractor shall provide and maintain the following survey equipment on the site from the commencement to the completion of the Works:

- (a) One Theodolite capable of reading to 20 sec. of arc and Tripod.
- (b) One self-levelling engineer's level, tripod and level staff (metric).
- (d) One steel tape of length 30 m and one tape of 100 m.
- (e) Six ranging rods.

In terms of Sub-clause 5.5 one suitable skilled surveyor shall be made available for the Project during working hours from commencement to the completion of the Works. The Contractor's Surveyor shall carry out surveys or measurements for the Contractor, ensuring that pipes and Manholes are laid to correct invert levels as provided in the drawing, or as required by the Project Engineer.

The contractor is to provide valid calibration certificates for all survey equipment.

The Engineer shall not be liable for any loss, damage or breakage to the equipment. The Contractor shall maintain the equipment in good working order and keep it clean throughout the Contract period.

The availability of the survey equipment and surveyor shall be included in the tendered rates for pipelaying 5.10 (a) and 5.51

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PSC SITE CLEARANCE

PSC 1 MATERIALS

PSC 1.1 DISPOSAL OF MATERIALS (Sub-clause 3.1)

All surplus material shall be dumped, levelled and spread at the areas, as indicated by the Engineer during the Site Inspection. All haul will be measured as freehaul.

PSC 2 CUTTING OF TREES (Sub-clause 5.2)

PSC 2.1 INDIVIDUAL TREES (Sub-clause 5.2)

The penalty shall be in accordance to C3.4.3.2.10 A)

PSC 3 CLEARING (Sub-clause 5.3 and 8.2.1)

- (a) The width or area to be cleared shall be the width or area required by the Contractor for excavation, stockpiling of excavated material and construction activities, subject to the prior approval of the Engineer.
- (b) No structures, buildings, huts or other man-made obstructions shall be cleared without the written consent of the Engineer.

The Contractor shall, if required, leave undamaged all obstructions and vegetation further than 2 m from the pipe centre line and 5 meters from a structure. Where obstructions and trees are closer than the aforementioned distances the Engineer shall direct whether these are to be removed or not. In the latter case the Engineer shall decide on the additional compensation (if any) due to the Contractor for not disturbing the obstruction.

- (c) All fencing materials shall be preserved for subsequent re-erection to the original standard by the Contractor. All damaged materials shall be replaced by the Contractor at his own cost.

PSD EARTHWORKS

PSD 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Sub-clause 3.1)

PSD 1.1 CLASSES OF EXCAVATION (Sub-clause 3.1.2 and 8.3.3 (B))

Delete sub-clauses (d) and (e).

Boulders shall be classified as either Intermediate Excavation or Hard Rock Excavation in terms of Sub-clauses (a) and (b).

Excavated material will not be classified as boulder excavation (Class A or B) for payment purposes.

Only material that cannot be excavated through hand excavation shall be classified according to these sub-clauses.

PSDB EARTHWORKS (PIPE TRENCHES) (SABS 1200 DB)

PSDB 1 DISPOSAL OF EXCAVATED MATERIAL (Sub-clause 5.2.2.3)

PSDB 1.1 All surplus material from excavations for pipework shall be removed from the site, dumped, levelled and spread at the areas as indicated by the Engineer.

PSDB 1.2 The Contractor will be required to do all soft excavations shallower than 1,0m by hand using as much labour as possible from this region. Liaison officer to assist with labour and sub-contractor negotiations and appointments. Under no circumstances will the Contractor be allowed to do excavations by machine at a depth shallower than 1,0m unless specifically agreed with the Engineer.

PSDB 2 TAKING AND TESTING OF SAMPLES (Sub-clause 7.2)

PSDB 2.1 Determination of the standard of compaction achieved shall be carried out in accordance with standard methods of testing materials of the Department of Transport, Division of National Roads, Republic of South Africa.

PSDB 3 PROTECTION OF EXISTING SERVICES (Sub-clause 5.1.2.5)

Before excavation commences, the Contractor shall expose all existing services adjacent to or crossing the specific trenches for inspection by the Engineer. The Contractor will allow 24 hours for any adjustments of the design by the Engineer.

The Contractor will be responsible for the protection of services indicate on the drawings as well as those that could reasonably have been foreseen by the Contractor. Any payments required for a service damaged by the Contractor through a lack of diligent care would be for the Contractor's account.

The Client reserves the right to pay moneys due for such damage, and to subtract these from the Contractor's next payment certificate.

PSDB 4 OVERBREAK ALLOWANCE FOR BLASTING (Sub-clause 5.1.1.3)

Any overbreak in excess of the permissible deviations specified in this document as well as those specified in clause 6, shall be made good by the Contractor at his expense. The Contractor should therefore make provision of this in the relevant items in the schedule of quantities. No claims for additional excavation of blasted material nor for making good of overbreak with strength concrete to the Engineer's instructions shall be considered under this contract.

PSDB 5 CONSTRUCTION

PSDB 5.1 SAFETY AND TRAFFIC CONTROL (CLAUSE D5.1.1 AND D5.1.6)

The Contractor shall control the access by the general public to the Site in collaboration with and as approved by the Engineer.

Where trenches cross roads, the Contractor shall arrange his work so that at least one free flowing traffic lane is available at all times and he shall direct traffic at such points until the full roadway has been reinstated. No excavations across roads shall be left open at night and access to private property shall be maintained at all times.

PSDB 5.2 EXPLOSIVES (CLAUSE D5.1.1.3)

The Contractor shall use explosives for blasting in connection with the Works only where approved by the Engineer. Such approval, however, shall not relieve the Contractor of his responsibilities in terms of the Contract.

The Contractor shall submit to the Engineer for his approval, before any blasting preparation on Site is commenced, details of his proposed blasting programme, the methods to be used and the precautions to be adopted. The Contractor shall use only moderate charges of explosives at any time and the utmost care shall be taken to avoid unnecessary shattering of rock or disturbance of the ground.

Blasting shall not be permitted in any situation or position where, in the opinion of the Engineer, it is likely to endanger any existing foundations, structures, pipelines, power and telephone lines or other services. In such situations, the rock shall be excavated by drilling and wedging or by other suitable methods other than blasting, as approved by the Engineer.

The prior consent for blasting given by the Engineer shall in no way relieve the Contractor of any of his obligations under this Contract and the Engineer shall have the power to withdraw his consent for blasting and order other means or methods of excavation in rock.

PSDB 5.3 DETECTION, LOCATION AND EXPOSURE OF SERVICES (CLAUSE D5.1.2.2)

If existing services are not indicated on the Drawings, the Contractor shall inform the Engineer of the lack of data concerning existing services and he shall request the Engineer to point out known existing services, before commencing excavation. Should the Contractor fail to do so, he shall rectify and repair any damaged services at his own expense.

PSDB 6 REINSTATE EXISTING SURFACES

a & b) Road Surfaces (Gravel and asphalt)

Where excavations for pipe trenches across existing paved roads are specified by the Engineer the Contractor shall stockpile the existing base and sub-base materials. If necessary the Contractor will be required to supplement the material lost during excavation. The material within 300 mm under the finished road level must be stabilized with 3 % cement and compacted to 97% mod. AASHTO density.

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Concrete Surfaces

The Contractor shall repair all concrete surfaces to the original line, depth and level with surface finishes and concrete classes at least to the standard of the existing surfaces.

Paving

The contractor shall repair all existing paving to the original line and level and surface finishes at least to the standard of the existing finishes and with the same or similar paving.

The Contractor shall remove the existing pavement bricks, clean and stack them for re-use when repairing the paving. Compaction under the paving will be measured under compaction in road reserves and procedures should comply with SABS 1200 DB 5.6.2 and 5.7.2.

PSDB 7 BACKFILLING

PSDB 7.1 DISPOSAL OF SOFT EXCAVATION MATERIAL (Sub-clause 5.6.3)

When it is not possible to dispose of all surplus excavated materials as specified, the surplus shall be transported to an approved site. Written permission should be obtained should material not be spoiled within the free-haul distance.

PSDB 8 SUB-SURFACE DRAINS

Sub-surface drains shall be constructed directly under or next to the streets or under pipelines where as directed by the Engineer to details shown on drawings and shall include for the following:

- (a) Excavation of trenches of 600 mm width and catchpit under normal pipe trenches, adjacent and under roads, backfilling and disposal of excess material.
- (b) Supply and placing of approved permeable material.
- (c) Supply and laying of approved sub-surface drainage pipes of minimum 100 mm Ø, either uPVC or pitch fibre.

Positions of drainage pits will be pointed out by the Engineer on Site to be measured and paid for separately.

Geofabric material will be measured and paid for separately.

PSDB 9 MEASUREMENT AND PAYMENT FOR COMPACTION IN ROAD RESERVES (Sub-clause 8.3.3.3)

All trenches across the road reserve will be considered to be subjected to traffic loads unless otherwise instructed by the Engineer.

PSGA CONCRETE (SMALL WORKS) (SABS 1200 GA)

PSGA 1 CEMENT (Sub-clause 3.2.1)

The only type of cement to be used for concrete structures shall be ordinary Portland cement to SABS 471.

PSGA 2 CEMENT STORAGE (Sub-clause 3.2.3)

Cement which has been damaged in any way or which has been stored on site for a period exceeding three months shall be condemned and removed from site.

PSGA 3 FINISH (Sub-clause 4.4.2 and 5.2.1)

The finish of exposed concrete surfaces of concrete structures shall be "smooth" as detailed in (b) of Sub-clause 5.2.1.

PSGA 4 STRENGTH OF CONCRETE (Sub-clause 5.4.1.5)

The concrete to be used on this contract shall be as follows:

- (a) For anchor blocks, benching and mass concrete, 15/19 MPa concrete.

PSGA 5 PERMISSIBLE DEVIATIONS (Sub-clause 6.4)

Degree of Accuracy II shall apply to all structures except those using 15MPa concrete where Degree of Accuracy III shall apply.

PSGA 6 REINFORCEMENT (Sub-clause 8.1.2)

No differentiation shall be made between size or diameter of the reinforcement. The rate for steel bars shall cover the cost of the supply, cutting, bending and fixing.

PSGA 7 WATER RETAINING STRUCTURES (Sub-clause 4.5.9)

PSGA 7.1 PIPES AND CONDUITS EMBEDDED IN CONCRETE

Except with the written approval of the Engineer, no pipes other than those shown on the drawings shall be embedded in concrete and the approval of the Engineer for the position of all services to be embedded shall be obtained before concreting commences. The clear space between pipes of any kind embedded in reinforcement concrete and the clear space between such pipes and reinforcement shall not at any point be less than:

- (a) 40mm, or
5mm plus the maximum size of coarse aggregate, whichever is the greater.

PSGA 8 REINFORCEMENT (CLAUSE G5.1)

Welding of reinforcement will not be permitted.

PSGA 9 COVER OVER REINFORCEMENT (CLAUSE G 5.1.3)

The exposure condition for the Works shall be "severe" unless otherwise indicated on the Drawings.

PSGA 10 FORMWORK (CLAUSE GA5.2)

No sharp edges will be allowed at corners of concrete faces. All corners shall be rounded to a 10mm radius or splayed with 20 x 20mm fillets.

The finish to concrete where smooth formwork is specified shall be to Grade 1 Degree of Accuracy as defined in Clause 6 and shall be rubbed down with carborundum blocks at a time approved by the Engineer. No cement-wash shall be allowed on exposed concrete surfaces.

PSGA 11 CONCRETE (CLAUSE GA5.5)

All mix proportions for strength concrete shall be subject to the approval of the Engineer, but such approval shall not relieve the Contractor of his responsibilities in terms of the Contract. The proposed mix designs shall be submitted to the Engineer prior to the commencement of concreting operations.

The water/cement ratios allowed for strength concrete shall be for the exposure conditions as specified in Clause PSG3.2.

Changes in plant, aggregate or mix proportions shall only be made with the prior approval of the Engineer.

Unless otherwise specifically agreed to by the Engineer, all concrete shall be produced at the site of construction. If the use of ready mixed concrete is allowed, such concrete shall be in accordance with the requirements of the Specifications.

Unless otherwise indicated or directed by the Engineer, all foundation surfaces, excluding surface beds and brickwall foundations, shall be covered with a blinding layer before reinforcement is placed, in accordance with the details shown on the drawings or as indicated by the Engineer. All foundation surfaces shall be inspected and approved by the Engineer before blinding layers or other concrete is placed. All shuttering and fixed reinforcement must also be inspected and approved by the Engineer before commencing concreting. At least 48 hours notice is required by the Engineer in respect of all such inspections.

The use of curing compounds shall be subject to the prior approval of the Engineer.

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The Contractor shall prepare two trial mixes for each grade of concrete specified in the Works no later than 1 month prior to the commencement of casting of concrete on the Works. The aggregates and plant, as erected and approved on the Site, shall be utilised for this purpose. The Contractor shall make and test six 150 mm concrete cubes for each of the trial mixes. Three cubes of each trial mix shall be tested at 7 days and the remaining three tested at 28 days.

PSGA 12 CONCRETE SURFACES (CLAUSE GA5.5.10)

Except where otherwise specified or indicated, all exposed unshattered concrete surfaces shall, immediately after placing of the concrete, be levelled and shall be floated after the surface has set sufficiently. Floating shall be performed in one direction and float marks shall be parallel and of good appearance. Under no circumstances must it be relied upon to finish-off the exposed unshattered concrete surfaces with a separate cement-sand screed.

Where a wood floated concrete surface is shown on the Drawings or directed by the Engineer, hand floating of the surface shall first be completed and after the hand floated surface has hardened sufficiently, steel floating shall be performed to produce a dense, uniform surface free of any marks.

PSGA 13 RUBBING DOWN OF EXPOSED CONCRETE SURFACES

All exposed concrete surfaces shall be rubbed down with carborundum blocks to a smooth appearance and a uniform colour. No cement wash will be allowed on exposed concrete surfaces.

PSGA 14 STONE PACKING AND MASONRY

Where stone packing is required it shall be done by hand throughout to ensure a compact and stable entity. The thickness of such packing shall be at least 500 mm, measured normal to the surface.

Stone masonry in mortar shall be set in a 1:4 mortar. The thickness of such stone masonry shall not be less than 250mm measured normal to the surface unless otherwise shown on the Drawings or directed by the Engineer in writing. The surface shall be cured for 7 days by approved methods.

Surfaces of stone packing and masonry shall be neat and even and true to line and level. Spaces between larger stones shall be filled with smaller stones as far as possible and remaining voids and joints shall be filled with mortar where applicable. Special attention shall be paid to the finishing, alignment and levels of crests of stonewall.

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Witness:

PSL PIPELINES

PSL 1 PIPES AND FITTINGS (Sub-clause 3.1, 3.4.2, 3.7.2 and 3.7.2)

The pipes to be used for this contract shall be HDPE class 16

Fittings for HDPE shall be stub and flange

PSL 9 STEEL PIPES, FITTINGS AND SPECIALS (CLAUSE L3.4)

All steel specials shall comply with the requirements stipulated for corresponding steel pipes as set out in Clause PSL1.1.3.

PSL 10 FLANGES AND ACCESSORIES (CLAUSE L3.8.3)

All flanges shall be drilled to SABS 1123 for the specified working pressures.

PSL 11 LOOSE FLANGES (CLAUSE L3.8.4)

Bolts and nuts shall be in accordance with SABS 136 unless otherwise approved by the Engineer.

Bolt lengths to suit flange thickness, etc.

PSL 12 SPIGOT AND SOCKET PIPES (CLAUSE L3.8.6)

Caulking of couplings will not be permitted.

PSL 13 CORROSION PROTECTION (CLAUSE L3.9)

All steel pipes and fittings shall be galvanised by the hot-dip process.

All cast-iron specials and couplings shall be painted with two coats of approved epoxy paint before delivery to Site and exposed parts shall receive a further coat of similar paint after installation on Site.

PSL 14 ELECTROLYTIC CORROSION (CLAUSE L3.9.3)

No protection against electrolytic corrosion is required.

PSL 15 PROTECTION OF BOLTS, NUTS AND WASHERS (CLAUSE L3.9.5)

Bolts, nuts and washers shall be zinc coated by the hot dip process.

All bolts and nuts shall be treated with "Lubro Copper Compound" manufactured by "Chemico (Pty) Ltd" after installation.

PSL 16 CORROSIVE SOIL (CLAUSE L3.9.6)

No special corrosion protection shall be required for this purpose.

PSL 17 MANHOLES AND SURFACE BOXES (CLAUSE L3.11)

Manholes, surface boxes and the like shall be constructed of the materials as shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

PSL 19 CROSSING EXISTING SERVICES (Sub-clause 5.1.4.3)

There will be existing services that will be crossed. Generally these areas can be identified and careful hand excavation will be required to expose these services.

PSL 20 PIPE LAYING PERSONNEL (Sub-clause 5.1.1)

The laying of pipes and ancillary fittings shall be performed only by a qualified person who is registered as an artisan in the pipe fitting or drain laying trades, or is qualified by reason of having attended and passed the course on pipe laying of the Civil Engineering Industry Training Board.

PSL 21 CONSTRUCTION

PSL 21.1 DEPTH AND COVER (CLAUSE L5.1.4)

The minimum depth to trench excavations shall be 1,20 m.

PSL 21.2 VALVE CHAMBERS, MANHOLES (CLAUSE L5.6 AND L5.7)

Manholes and the like shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

PSL 22 MEASUREMENT AND PAYMENT FOR TRENCH DEPTHS ON THE BASIS OF COVER

Payment for trench excavations will be on the basis of the depth of cover and the invert levels specified, regardless of local variations adopted by the Contractor.

PSL 23 TEST PRESSURE (Sub-clause 7.3.1)

All pipes must have a working pressure of 1600kpa. Test pressure for testing shall be 1,25 times the working pressure.

PSL 26 TESTING

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Witness:

All sampling and testing of material in accordance with manufacture specifications.

PSL 26.1 RADIOGRAPHIC EXAMINATIONS (CLAUSE L7.2.2)

Not less than 1% of all welds of each batch of pipes shall be subjected to radiographic examination. If any fault is detected in the 1% a further 2% of welds must be subjected to radiographic examination and if a fault is detected the batch will not be accepted and must be replaced. Alternatively, all welds must be subjected to radiographic examination. The inside and outside of every weld in steel specials shall be subjected to a dye-penetrant test as specified in SABS 1200L Clause 7.2.1.

PSL 26.2 TEST PRESSURES (CLAUSE L7.3.1)

The test section shall be subject to a pressure test, at pressure not less than 75% and not exceeding 100% of the appropriate allowable maximum working pressure for the class of pipes, for the highest and lowest point respectively of the section being tested. This pressure shall be obtained by continuous pumping so as to ensure a gradual increase of pressure until the specified value is obtained.

PSL 26.3 FINAL INSPECTION OF PIPELINES AND OTHER ITEMS OF EQUIPMENT

After the entire piping system has been laid and all parts thereof have been tested to the satisfaction of the Engineer and backfilled, the reticulation system will be put into operation and the Contractor shall inspect the same in the presence of the Engineer, to ensure that all equipment are operating satisfactorily and to check that all pipe supports, brackets and the like are capable of withstanding the loads imposed on them.

Any faults or defects which are detected during this inspection shall be repaired by the Contractor, or where necessary, the defective parts or materials shall be replaced by the Contractor, to the satisfaction of the Engineer, all at the Contractor's expense.

All items of equipment not specifically mentioned in the Specifications, shall be inspected during the commissioning period for proper operation and to verify that these items comply with the requirements of the Specification.

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Witness:

PSLB **BEDDING (PIPES)**

PSLB 1 **BEDDING (Sub-clause 3.3)**

The classes of bedding applicable to this contract shall be Class C bedding for uPVC pipes. For HDPE pipes it shall be as specified for flexible pipes in Sub-clause 3.3 of SABS 1200 LB.

PSLB 2 **BEDDING MATERIALS (Sub-clause 3.4)**

Suitable selected bedding material will generally be available from trench excavations along the route. Additional material may be obtained from borrow pits. Written permission must be obtained before importation of material.

PSLB 3 **MEASUREMENT AND PAYMENT FOR SUPPLY OF BEDDING MATERIAL (Sub-clause 8.2.2)**

All haulage will be considered as freehaul except where prior written permission was given for overhaul by the Engineer.

PSLB 4 **BEDDING CRADLE (Sub-clause 2.3)**

The bedding cradle shall be all the bedding below the selected fill blanket as shown on the Drawings prepared by the Engineer.

PSLB 5 **MAXIMUM TRENCH WIDTHS (Sub-clause 4.1 and 5.2)**

Trenches in general shall not exceed the widths laid down in Sub-clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any over break.

PSLB 6 **MINIMUM BASE WIDTH (Sub-clause 5.2)**

PSLB 6.1 **BEDDING**

All pipes require bedding.

PSLB 6.2 **SIDE ALLOWANCE (Sub-clause 8.2.3)**

The minimum base width of a trench for pipes of external diameter less than 125 mm, which can be jointed outside the trench, laid to the requirements of the specification, at a depth of 1,5 m or less, shall be pipe diameter + 300 mm on both sides.

PSLD WATER

PSLD1 MATERIALS

PSLD1.1 Pipes, Fittings and Pipe Joints

Bulk water HDPE PN 100 Class 16.

PSLD1.2 Manholes, Chambers

Manholes, chambers and the like shall be constructed of the materials as shown on the Drawings and not as shown in the Figures contained in SANS 1200LD.

PSLD2 CONSTRUCTION

PSLD2.1 Alignment

PSLD2.2 Manholes, Chambers, etc

Manholes, chambers and the like shall be constructed in accordance with the details shown on the Drawings.

PSLD2.3 Connecting Bulk

Connecting the bulk shall be constructed in accordance with the details shown on the Drawings. At the connection to the existing network in use, the Contractor shall give written notice to the Engineer prior to connection to the existing network in use. A representative of the Dr. JS Moroka Local Municipality Water & Sanitation must be present at the connection to the existing network.

PSLD3 TESTING

The pipes shall be laid to the lines and levels as indicated on the Drawings.

PSLD3.1 Tests and Acceptance/Rejection Criteria

Prior to any air or water test, the interior of each pipeline section between two points of access shall be inspected throughout its length with a mirror and a source of light, so that when looking into the pipe at one point of access (with the aid of the mirror if necessary) and placing the light source at the other point of access, a full circle appears to the observer and the pipe section shall be seen to be unobstructed.

All pipeline sections, which fail to pass this test, shall be cleaned, re-laid, or repaired and re-tested as before by the Contractor, to the satisfaction of the Engineer, all at the Contractor's expense.

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Witness:

PSLD4 MEASUREMENT AND PAYMENT

PSLD4.1 Construction of Manhole

The rate must include for coverage of parts of pipes casted into manholes with concrete and backfilling with selected material around manholes as well as frames and covers as specified in the Schedule of Quantities.

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Witness:

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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

- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 REQUIREMENTS OF EXTEND PUBLIC WORKS PROGRAMME
- C3.4.3.5 HIV /AIDS REQUIREMENTS

Bidder:
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Witness:

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C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

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C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

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Witness:

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Dr JS Moroka Local Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Dr JS Moroka Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by **Dr JS Moroka Local Municipality** as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

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

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Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the **Dr JS Moroka Local Municipality** before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the **Dr JS Moroka Local Municipality** shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

Ref. Section/Regulation in OHS Act	
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the **Dr JS Moroka Local Municipality** together with concise CV's of the appointees. All appointments must be officially approved by **Dr JS Moroka Local Municipality**. Any changes in appointees or appointments must be communicated to **Dr JS Moroka Local Municipality** forthwith.

The Principal Contractor must, furthermore, provide **Dr JS Moroka Local Municipality** with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the **Dr JS Moroka Local Municipality** or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the **Dr JS Moroka Local Municipality**

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Witness:

In addition **Dr JS Moroka Local Municipality** may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment OR election and subsequent designation of the OH&S Representatives are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * *Notification of Construction Work (Construction Regulation 3.)*

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Witness:

- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
 - * Demolition Inspection Register
 - * Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register
 - * First Aid Box Contents
 - * Fire Equipment Inspection & Maintenance
 - * Formwork & Support work Inspections
 - * Hazardous Chemical Substances Record
 - * Ladder Inspections
 - * Lifting Equipment Register
 - * Materials Hoist Inspection Register
 - * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
 - * Scaffolding Inspections
 - * Stacking & Storage Inspection
 - * Inspection of Structures
 - * Inspection of Suspended Platforms
 - * Inspection of Tunnelling Operations
 - * Inspection of Vessels under Pressure
 - * Welding Equipment Inspections
 - * Inspection of Work conducted on or Near Water
 - * All other applicable records

Greater Giyani Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance
The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to **Dr JS Moroka Local Municipality** on a monthly basis
- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy

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Witness:

must be held on the OH&S File and a copy must be forwarded to **Dr JS Moroka Local Municipality** for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(ii) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

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Witness:

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with **Dr JS Moroka Local Municipality** at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all **Dr JS Moroka Local Municipality** OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by **Dr JS Moroka Local Municipality**

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Dr JS Moroka Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

- (ii) Other Audits and Inspections by **Dr JS Moroka Local Municipality**:
Dr JS Moroka Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

- (iii) Conducting an Audit

A representative of the Principal Contractor must accompany **Dr JS Moroka Local Municipality** on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

- (iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

- (v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

- (vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

- (vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

- (j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered

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Initial: DR. JSMLM.....

Witness:

- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to **Dr JS Moroka Local Municipality** within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both **Dr JS Moroka Local Municipality** and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide **Dr JS Moroka Local Municipality** with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide **Dr JS Moroka Local Municipality** with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The **Dr JS Moroka Local Municipality** reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/ Coordinator. The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that **Dr JS Moroka Local Municipality** may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe

- He/she has received from the designer the following information:
 - Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
 - A geo-scientific report (where applicable)
 - The loading the structure is designed to bear
 - The methods and sequence of the construction process
 - all drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&SW and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&SW
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&SW must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances

(g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to Dr JS Moroka Local Municipality for approval before commencing with the excavation and Dr JS Moroka Local Municipality will issue a permit to proceed once the Risk Assessment and Method Statement are approved.

- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated

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- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - the excavation is in stable material or where
 - the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation
 - After substantial damage to any supports
 - After rain

The results of any inspections must be recorded in a register kept on site

- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
 - **any** confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
 - **the** confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
 - **the** safe atmosphere must be maintained or
 - **employees** have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
 - **an** additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
 - **additional** breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
 - **all** pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
 - **the** employer must ensure that all employees have left the confined space after the completion of work

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- **where** flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

(h) Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
 - no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
 - precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
 - shoring or propping is applied where necessary
 - No person must be required or allowed to work under unsupported overhanging material

THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES

- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides
 - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
 - Discharged into a container or a barricaded area
 - Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
 - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
 - All asbestos materials likely to become airborne must be identified
 - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to

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commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

During demolition work:

- all asbestos containing material must be disposed of safely workers must be issued with appropriate PPE and the proper use thereof enforced
- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunnelling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800 mm
 - * Definition of Tunnelling: "the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

Boatswains chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.

(l) Batch Plants (Construction Regulation 18)

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The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18.

Explosive Powered Tools (Construction Regulation 19)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

(m) Cranes & Lifting Equipment (Construction Regulation 20)

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the a table should be used by the driver/operator
- each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit
- fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- fitted with a load limiting device that automatically arrest the lift when
- the load reaches its highest safe position or
- when the mass of the load is greater than the MML
- every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes - 10 (ten)
- every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML

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- in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person
- all maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book.
- no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour
- every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided with a load indicator or a load lifting limiting device

Lifting Tackle:

- to be manufactured of sound material, well constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML
- factor of safety:

- Natural fibre ropes	-	10(ten)
- Man-made fibre ropes & woven webbing	-	06(six)
- Steel wire ropes – single rope	-	06(six)
- Steel wire ropes – combination slings	-	08(eight)
- Mild Steel chains	-	05(five)
- High tensile/alloy steel chains	-	04(four)
- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

Operator

- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating
- Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

Construction Regulation 20:

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
- account must be taken of the bearing capacity of the ground on which the TC is to be erected
- the bases for the TC and tracks for rail mounted TC's must be firm and level
- must be erected at a safe distance from excavations
- clear space must be provided and maintained for erection, operation, maintenance and dismantling
- TC operators must be competent to carry out the work safely
TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to Dr JS Moroka Local Municipality for approval and permission to carry out the lift.

(n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

Construction Vehicles and Mobile Plant will be inspected by Dr JS Moroka Local Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

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Witness:

Construction Vehicles and Mobile Plant (CV&MP) to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP
- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same
- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File

(o) Electrical Installations (Construction Regulation 22)

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the

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competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File

- all temporary electrical installations must be controlled by a competent person appointed in writing

(p) Electrical & Mechanical Lock-Out

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to Dr JS Moroka Local Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site

(q) Use & Storage of Flammables (Construction Regulation 23)

The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other sources of ignition is allowed in the area
 - The area is conspicuously demarcated as "flammable"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
 - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights"
 - the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
 - Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
 - All electrical switches and fittings to be of a flameproof design
 - Any work done with tools in a flammables store or work areas to be of a non-sparking nature
 - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
 - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
 - A sign indicating the capacity of the store to be displayed on the door
 - Only one day's quantity of Flammable is to be kept in the workplace
 - Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
 - Metal containers to be bonded to earth whilst decanting to prevent build-up of static
 - Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders

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(r) Working on or Near Water (Construction Regulation 24)

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place

(s) Housekeeping (Construction Regulation 25)

The Contractor to ensure that:

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons
- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
- The walls and roof of every indoors workplace is sound and leak-free
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences, boarded over or provided with protection to prevent persons from falling

(t) Stacking & Storage (Construction Regulation 27)

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
- Adequate storage areas are provided and demarcated
- The storage areas are kept neat and under control
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out
- The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or
- the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)

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Witness:

- The articles that make up a single tier are consistently of the same size, shape and mass
 - Structures for supporting stacks are structurally sound and able to support the mass of the stack
 - No articles are removed from the bottom of the stack first but from the top tier first
 - Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
 - Stacks that are in danger of collapsing are broken down and restacked
 - Stability of stacks are not threatened by vehicles or other moving plant and machinery
 - Stacks are built in a header and stretcher fashion and that corners are securely bonded
 - Stepped back at least half the depth of a single container at least every fifth tier
 - Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations
- (u) Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)
See (u) above and (v) below.

Fire Prevention and Protection

The Principal Contractor must ensure that:

- The risk of fire is avoided
- Sufficient & suitable storage of flammables is provided
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
 - notices prohibiting smoking is displayed and enforced
 - welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - only spark-free hand and power tools are used
 - no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
 - flameproof switches & fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
 - Maintenance must include:
 - Regular inspection by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
- A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
- Employees are informed re. emergency evacuation procedures and escape routes
- Emergency escape routes are kept clear at all times
- After evacuation assembly points are demarcated
- Evacuation is practised to ensure that all is evacuated timeously
- Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.
- A clearly audible to all persons on site siren or alarm is fitted

(v) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

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The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

Change Rooms

Some form of screened off changing facility must be provided separately for each sex.

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

(w) Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

(x) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Dr JS Moroka Local Municipality projects:

- **Protective overalls**
- **Protective footwear**
- **Protective headwear**
- **Eye/face protection**

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(y) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

Portable Electrical Tools

- Must be maintained in good condition at all times to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above

(z) Public Health & Safety (Section 9 of the OHS Act)

The Principal Contractor will be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times

All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

(aa) Hazardous Chemical Substances

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely

- Employees obey lawful instructions regarding:
 - the wearing and use of protective equipment
 - the use and storage of HCS
 - the prevention of the release of HCS
 - the wearing of exposure monitoring and measuring equipment
 - the cleaning up and disposal of materials containing HCS
 - housekeeping, personal hygiene and the protection of the environment
 - the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from being detrimentally affected by HCS present or used in the workplace, are taken
 - suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
 - an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's
- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements

(ab) Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: Executive SHE Risk Management Report

Annexure 3: List of Risk Assessments

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No. of Employees: The actual or average number of employees employed for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

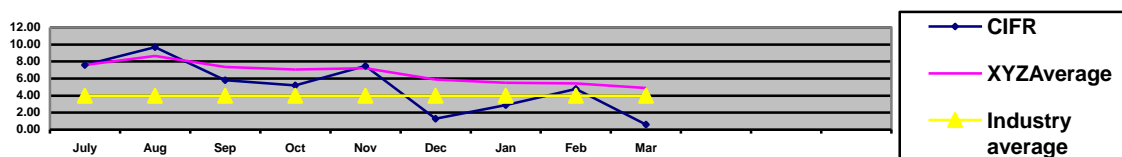
The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

$$\text{CIFR} = \frac{\text{Total No. of Claims against the Workmen's Compensation Fund} \times 200\,000}{\text{Man-hours worked}}$$



2.

2. Disabling Injury Incidence Rate (DIIR)

$$\text{DIIR} = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$$

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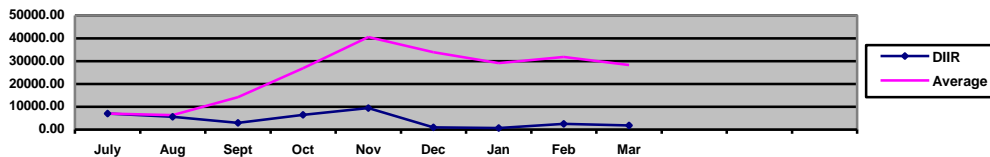
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2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
 - protect XYZ from claims at a later stage
 - ensure that only healthy persons are employed
 - prevent injuries and illness in the workplace
 - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

- 4.1. Job 00432: Gillooly's Mall Compliance: 56%(*)
- Job 00786: Cullinan Head Office Compliance: 83%(****)
- Job 00589: Cleveland Station Compliance: 76%(***)

4.2. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. *
Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26	Induction	Internal

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	15 3	OH&S Reps Crane Drivers	Consultant External
February	23 17	Induction OH&S Reps	Internal Consultant
March	43 9 3 3	Induction OH&S Reps Bomag Rollers First Aiders	Internal Consultant Supplier St. John's

6. LEGAL ISSUES

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. ENVIRONMENTAL MEASURES

- Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant

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- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

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C3.4.3.2

ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.4.3.2.1	SCOPE
C3.4.3.2.2	DEFINITIONS
C3.4.3.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.2.4	LEGAL REQUIREMENTS
C3.4.3.2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.4.3.2.6	TRAINING
C3.4.3.2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.4.3.2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.4.3.2.9	RECORD KEEPING
C3.4.3.2.10	COMPLIANCE AND PENALTIES
C3.4.3.2.11	MEASUREMENT AND PAYMENT

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C3.4.3.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Agency in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.4.3.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

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

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Department of Economic Development, Environment and Tourism that records its approval of a planned undertaking to improve, upgrade or rehabilitate a

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section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the

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fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

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

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

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The Contractor shall undertake “good housekeeping” practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

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

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency’s environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

C3.4.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment.

However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor’s intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting.

Detailed, electronic colour photographs shall be taken of the proposed site before any clearing

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may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

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

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which

are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

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

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

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

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d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

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

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service

unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections. The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel,

oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the Tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;

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- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site.

Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) **Blasting activities**

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

i) **Batching sites**

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

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Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval. The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The South African Heritage Research Agency (SAHRA) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The employer will be responsible for attempts to contact family of the

deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory. Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.9. RECORD KEEPING

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

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings. Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

THE FOLLOWING PENALTIES SHALL APPLY FOR ENVIRONMENTAL VIOLATIONS:

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Witness:

A) UNNECESSARY REMOVAL OR DAMAGE TO TREES

- 2600MM GIRTH OR LESS : R 5 000 PER TREE
- GREATER THAN 2600MM, BUT LESS THAN 6180MM GIRTH : R10 000 PER TREE
- GREATER THAN 6180MM GIRTH : R30 000 PER TREE

B) Serious violations:

- Hazardous chemical/oil spill and/or dumping in Non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R 1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

C) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident
- Dumping of milled material in side drains or on grassed Areas : R1 000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.11. MEASUREMENT AND PAYMENT

"The cost of complying with this specification shall be deemed to be included in the rates tendered for this contract."

Item

Unit

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Witness:

C100.01 Penalty for unnecessary removal or damage to trees

for the following diameter sizes

- | | | |
|-----|---|-------------|
| (a) | 2600mm girth or less | number (No) |
| (b) | Greater than 2600mm, but less than 6180mm girth | number (No) |
| (c) | Greater than 6180mm girth | number (No) |

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item**Unit****C100.02 Penalty for serious violations**

- | | | |
|-----|--|-------------|
| (a) | Hazardous chemical/oil spill and/or dumping in non-approved sites | number (No) |
| (b) | General damage to sensitive environments | |
| (c) | Damage to cultural and historical sites | number (No) |
| (d) | Pollution of water sources | number (No) |
| (e) | Unauthorised blasting activities | number (No) |
| (f) | Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) | number (No) |

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item**Unit****C100.03 Penalty for less serious violations**

- | | | |
|---|--|-------------|
| • | Littering on site | number (No) |
| • | Lighting of illegal fires on site | number (No) |
| • | Persistent or un-repaired fuel and oil leaks | number (No) |
| • | Excess dust or excess noise emanating from site | number (No) |
| • | Dumping of milled material in side drains or on grassed areas | number (No) |
| • | Possession or use of intoxicating substances on site | number (No) |
| • | Any vehicles being driven in excess of designated speed limits | number (No) |
| • | Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife | number (No) |
| • | Illegal hunting | number (No) |
| • | Urination and defecation anywhere except in designated areas | number (No) |

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

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Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

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Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Washing waste				
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste	Selection of site Preserve indigenous	Selection of site Preserve indigenous	Preserve indigenous vegetation	

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Water supply Spillage Storage	vegetation Preserve topsoil	vegetation Preserve topsoil	Preserve topsoil Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment	Selection of site	Selection of site	Preserve indigenous	

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

2.

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

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Hazardous waste Water supply Spillage Storage	Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

- C3.4.3.3.1 SCOPE
- C3.4.3.3.2 GENERIC TRAINING
- C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING
- C3.4.3.3.4 MEASUREMENT AND PAYMENT

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

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

Witness:

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured Progressive training programme.

C3.4.3.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

COURSE DESCRIPTION		ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1	ROAD SAFETY FOR CONSTRUCTION WORKERS	
2	FIRST AIDER	
3	CONCRETE HANDLING, PLACING AND FINISHING	
4	PIPE FITTING	

C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.4.3.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

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

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

Witness:

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

C3.4.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

C3.4.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

- I n addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

ITEM	UNIT
BE12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

C3.4.3.5 HIV/AIDS REQUIREMENTS

CONTENTS

SH 01	SCOPE
SH 02	DEFINITIONS AND ABBREVIATIONS
SH 03	HIV/AIDS EDUCATION AND TRAINING
SH 04	PROVIDING WORKERS WITH ACCESS TO CONDOMS
SH 05	ENSURING ACCESS TO HIV/AIDS TESTING AND COUNCILLING
SH 06	MONITORING

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

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

Witness:

C3.4.3.5 HIV/AIDS REQUIREMENTS

SH 01 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers

Informing Workers of their rights with regard to HIV/AIDS in the workplace

- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

SH.02 DEFINITIONS AND ABBREVIATIONS

SH 02.01 DEFINITIONS

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

SH 02.02 ABBREVIATIONS

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

SH 03 HIV/AIDS EDUCATION AND TRAINING DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

SH 04 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain

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Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

SH 06. MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

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

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

Witness:

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

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

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

Witness:

PART C4: SITE INFORMATION

C4.1	SITE INFORMATION	223
C4.2	LOCALITY PLAN	224

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

Witness:

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

C4.1 SITE INFORMATION

C4.1.1 Material site investigation

The topography survey and the geotechnical investigation was conducted and will be made available upon request by the successful bidder.

C4.1.2 Working Drawings

Working drawings and other information will also be made available to the successful tenderer.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C4.2 LOCALITY PLAN



8

PART C5: ANNEXURES

C5.1	PROFORMA DOCUMENTS	C.215
C5.2	CONTRACT DRAWINGS.....	C.235

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful Tenderer.

C5.1.1	EXAMPLE OF ABE DECLARATION AFFIDAVIT	C.216
C5.1.2	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	C.229
C5.1.3	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	C.230
C5.1.4	FORM RDP 11(E) : GENERIC TRAINING REPORT	C.231
C5.1.5	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	C.232
C5.1.6	FORM RDP 13(E) : ENGINEERING TRAINING REPORT	C.233
C5.1.7	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT	C.234

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

C5.1.1 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
Postal address :
Telephone no. : Fax no
Contact person :
VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

227

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

Notes to Tenderer:

Under column 1 state the assignment or contract (e.g. Contract XYZ0103): Construction of rural roads) and follow this with the work carried out (e.g. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,, being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

Telephone no.

Commissioner of Oath

Date

Note: In the case of Company a certificate of authority for signatory must be provided.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

EXAMPLE

C5.1.2 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2013										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
TOTALS										
GRAND TOTALS										

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C5.1.3 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2013				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C5.1.4 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2013										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		
TOTAL										
TOTAL ALL TRAINEES										

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

EXAMPLE

C5.1.5 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO.

REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF									2013	
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

EXAMPLE

C5.1.6 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF										2013	
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING		
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE	
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	
								TOTAL			
								TOTAL ALL TRAINEES			

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

EXAMPLE

C5.1.7 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C5.2 CONTRACT DRAWINGS

The following is a list of contract drawings included in the document

DRAWING NO.	REV	DRAWING DESCRIPTION
221006-BK-CIV-04-D-02	TO	WATER METER DETAILS
221006-BK-CIV-04-D-07	TO	TYPICAL DETAILS OF AIR VALVE CHAMBER
221006-BK-CIV-04-D-12	TO	ISOLATION VALVE CHAMBER
221006-BK-CIV-04-D-13	TO	TYPICAL DETAILS FOR SCOUR VALVE CHAMBER (SHEET 1 OF 3)
221006-BK-CIV-04-D-14	TO	TYPICAL DETAILS FOR SCOUR VALVE CHAMBER (SHEET 2 OF 3)
221006-BK-CIV-04-D-15	TO	TYPICAL DETAILS FOR SCOUR VALVE CHAMBER (SHEET 2 OF 3)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

APPENDIX B: TYPES OF INFRASTRUCTURE WHICH ARE SUITABLE FOR CONSTRUCTION USING LABOUR INTENSIVE METHODS

B.1 Roads

The following operations may be carried out using labour intensive methods:

1. Site clearance
2. Layer work construction including loading, hauling and spreading material.
Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour-intensive methods.
3. Where high categories of roads are to be constructed, the following operations may be included:
 - Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams.
 - Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
 - Slurry treatments to existing or new road surfaces.
 - In situ concrete roads.
 - Segmented block paved roads.
 - Cast in-situ block pavements (hysen-cells);
 - Road markings.
4. Fencing.
5. Erection of road signs.
6. Grass maintenance.
7. Road reserve maintenance.
8. Rubble masonry bridges, culverts and retaining walls

B.2 Stormwater

The following operations may be constructed using labour-intensive construction methods:

1. Gabions and Reno mattresses.
2. Small diameter pre-cast concrete elements (pipes and arches).
3. Grassed or lined water channels

B.3 Sewers

Not applicable

B.4 Water

The following operations may be constructed using labour-intensive construction methods:

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
2. Construction of ferro-cement reservoirs.
3. Excavation for membrane lined and floating roof reservoirs.
4. Construction of small masonry reservoirs.
5. Spring and well protection measures

B.4 Haul of Material

Where the haul of any material exceeds 200m, consideration should be given to the use of local resources for transporting material. This includes the use of animal-drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and off-loading can be done by hand.

B.5 Electricity

The following operations may be constructed using labour-intensive methods:

1. Excavation of trenches for reticulation of all voltages.
2. Excavation for and erection of poles for overhead lines.
3. Installation of all electricity cables (joints and terminations by qualified persons).

B.6 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

1. Manufacture of masonry elements on site.
2. Excavation of all foundation trenches by hand.
3. Manufacture of roof trusses on site.
4. Adoption of the BESA System

- Note:
- 1) In the BESA system walls are constructed using bitumen emulsion stabilised adobe blocks and mortar. External and internal wall surfaces can be finished in a variety of ways using a mortar mix or a cement/sand plaster.
 - 2) The BESA Building System is the subject of an open certificate issued by Agreement South Africa. The concept of an open certificate is that the technology is not the intellectual property of any company or individual and the information is available to anyone who wishes to use it. Any competent person, company or institution who wishes to use this system and is capable of carrying out this work in accordance with the terms and conditions of certification and undertakes to do so, may apply to Agreement South Africa to be registered as a holder of this open certificate.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document

- (i) Draw special attention to certain general applicable conditions government bids, contracts and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and

- The General Conditions of Contract will all bid and may not be
- Special Conditions of Contract (SCC) relevant to a bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

a) TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of

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the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications

5. Use of Contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's

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performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

- 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.3 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the

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contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate

- the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.1 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional

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requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC

13. Incidental

13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase

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from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays
in the in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties,

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pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to

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respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or

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any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

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**32. National
Industrial
Participation
(NIP)
Programme**

32.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**33. Prohib
ition of**

Restrictive practices

33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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C5.2 TENDER DRAWINGS

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