



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

CONTRACT No.: SSC WC 04 (2024/2025) DALRRD

A Tender for Category 4CE or higher CIDB Registered Contractors

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG, MUNICIPALITY, WESTERN CAPE PROVINCE**

Name of Tenderer : _____
Name of duly authorised person : _____
Address : _____
Tel. Number : _____
Cell number : _____
Fax number : _____
E-mail : _____
Receipt number : _____
Amount Offered (15% VAT incl.) : _____
B-BBEE Status : _____
Duration (Months) : _____

ISSUED BY:

Director: Finance and Supply Chain Management Services
Department Agriculture Land Reform and Rural Development
14 Long Street
CAPE TOWN
8000
Tel: 021 409 0300

PREPARED BY:

BMK Consulting Engineers
45 Richefond Circle, Ridgeside Office Park
Umhlanga
4319
Tel: 031 566 1160



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

CONTRACT No.: SSC WC 04 (2024/2025) DALRRD

THE TENDER

for the

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN
STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY,
WITZENBERG, MUNICIPALITY, WESTERN CAPE PROVINCE**

CLOSING DATE: 5 June 2024

CLOSING TIME: 11:00

ISSUED BY:

Director: Finance and Supply Chain Management Services
Department Agriculture Land Reform and Rural Development
14 Long Street
CAPE TOWN
8000
Tel: 021 409 0300

PREPARED BY:

BMK Consulting Engineers
45 Richefond Circle, Ridgeside Office Park
Umhlanga
4319
Tel: 031 566 1160

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT

BID NUMBER:	SSC WC 04 (2024/2025) DALRRD	CLOSING DATE:	5 June 2024	CLOSING TIME:	11:00
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DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY, WITZENBERG, WESTERN CAPE PROVINCE
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

14 Long Street

Cape Town

8000

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
CONTACT PERSON	Mzubanzi Mntumni
TELEPHONE NUMBER	021 409 0523
FACSIMILE NUMBER	
E-MAIL ADDRESS	MzubanziM@dalrrd.gov.za
CONTACT PERSON	Daniel Dumisa Ludidi
TELEPHONE NUMBER	021 409 0346
FACSIMILE NUMBER	
E-MAIL ADDRESS	Dumisa.Ludidi@dalrrd.gov.za

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				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA

[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]

A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

PART B

TERMS AND CONDITIONS FOR BIDDING

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE DEPARTMENT THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED

CHECK LIST (SM1)

This list is to assist all bidders to submit complete proposals. Bidders are to check the following points before the submission of their proposals: (YES - ✓ ; NO - X)		
1	All pages of the document have been read by the contractor and initialled.	☐
2	Any discrepancy and/or misunderstanding is cleared with the relevant officials.	☐
3	All pages requiring information have been <u>completed in black ink.</u>	☐
4	The Schedule of Quantities has been checked for arithmetic correctness.	☐
5	Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page and done so correctly.	☐
6	The total from the summary page has been carried forward to the Form of Offer.	☐
7	Surety details where applicable have been included in the proposal.	☐
8	All sections requiring information have been completed.	☐
9	Bidder ensured that all documents is properly completed and signed	☐
10	The contractor has complied with the proposal prerequisites.	☐
11	Indicate / Attach CRS printout from CIDB (in case of JV, ensure that the lead partner's as well as JV partners CRS numbers are indicated on the form)	☐
12	Signed Letter of authority on Company Letterhead is attached	☐
13	Attached a Valid Tax Clearance Certificate or provided a Compliance Tax Status Pin of main bidder, JV partner and all sub-contractors	☐
14	Attached a Valid Tax Clearance Certificate or provided a Compliance Tax Status Pin of all sub-contractors	☐
15	Attended the compulsory meeting	☐
16	Did you Tamper with the document? <u>(Not Allowed)</u>	☐
17	Used correction fluid? <u>(Not allowed)</u>	☐
18	Are mistakes made on the prices and/or form of offer, crossed out in ink and altered on each price (and initialled next to each mistake)?	☐
19	Is the form of offer fully completed and signed by the authorized signatory	☐
20	Central Supplier Database (CSD) Registration provided of main bidder, JV partner	☐
21	Central Supplier Database (CSD) Registration provided of all sub-contractor	☐
22	Are all addenda issued completed and returned (if applicable)	☐

Signature of Authorized Person

Date

Contractor

Witness 1

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Employer

Witness 1

Witness 2

THE TENDER

Contractor

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Employer

Witness 1

Witness 2

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Witness 1

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Witness 1

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PART T1: TENDERING PROCEDURES

For a proposed
contract between

**Department Agriculture Land Reform and Rural
Development
(the Employer)**

And

(the Contractor)

For

**THE APPOINTMENT OF A CONTRACTOR FOR
THE UPGRADING OF EXISTING OPEN
STORMWATER CHANNEL TO AN
UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY,
WESTERN CAPE PROVINCE**

Documentation prepared by:

BMK CONSULTING ENGINEERS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER NOTICE AND INVITATION TO TENDER

DESCRIPTION:

*Note: Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Tenders are hereby invited to tender to the Government of the Republic of South Africa (Department of Agriculture Land Reform and Rural Development) for the Tenders for **THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE.**

The **80/20** Preferential Procurement Point Formula as set out in the PPPFA, Act no. 5 of 2000 and its associated Regulations of 2022, will be applied. Where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference special goals.

CONDITIONS:

Only bidders who satisfy the eligibility criteria stated in the Tender Data (Clause C2.1 and C3.11 Mandatory Technical Criteria) are eligible to submit tenders.

It is estimated that tenderers should have a CIDB contractor grading as follows: **4CE or higher.**

The lowest or any tender will not necessarily be accepted, and the Department reserves the right to accept a tender as a whole or in part.

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. Failure to meet the **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

NOTE: SUBMIT ALL TENDERS ON THE OFFICIAL FORMS – DO NOT RETYPE.

Bid document will be available upon request through email from MzubanziM@dalrrd.gov.za and published on the Departmental website under current tenders as well as the e-tender portal.

Contact SCM:

Mr. Mzubanzi Mntumni
Demand and Acquisition Management Services
14 Long Street | Cape Town
PSSC: Western Cape | Department of Agriculture, Land Reform and Rural Development
Tell: +27 021 409 0523

DOCUMENTS CAN BE OBTAINED ON THE DEPARTMENTAL WEBSITE ELECTRONICALLY ISSUED BID DOCUMENTS ARE FREE OF CHARGE.

<https://www.dalrrd.gov.za/Tenders>

and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part T1: Tendering Procedures
Section T1.1: Tender Notice and Invitation to Tender

<https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/>

NOTE: No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

BMK Consulting Engineers
Mr. Deveshan Govender
Tel: 031 566 1160
Email: deveshan@bmkgroup.co.za

OR

Department: Agriculture, Land Reform
and Rural Development
Mr. Daniel Dumisa Ludidi
Tel: (021) 409 0346
E-mail: Dumisa.Ludidi@dalrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT/TENDER RELATED:

Department of Agriculture Land Reform and Rural Development
14 Long Street
Cape Town
8000

Mr Mzubanzi Mntumni
14 Long Street
Cape Town
8000
Tel: (021) 409 0523
E-mail: MzubanziM@dalrrd.gov.za

COMPULSORY CLARIFICATION MEETING:

A compulsory clarification meeting will be held at Witzenberg Local Municipality offices in Ceres on 22 May 2024 at 10h00-12:00, with co-ordinates 33°22'13.95"S 19°18'27.42"E, after which the tenderers will be accompanied to the site for a visual inspection with approximate site co-ordinates at Latitude: 33°25'0.29"S; Longitude: 19°11'13.74"E.

Please note that a 15-minute grace period will be given to late comers at the clarification meeting.

TENDERS TO BE DEPOSITED IN:

The original and completed bid document shall be placed in a sealed envelope clearly marked with the tender number, closing date and time and the following description:

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

and must be addressed to:

DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES, DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

Tenders can only be submitted in the Tender Box in CAPE TOWN at:
Department of Agriculture, Land Reform and Rural Development
14 Long Street
CAPE TOWN
8000

Should the tenderers not comply with the above instructions their bid proposals will be disregarded and returned unopened to the bidder.

The tender box will be closed on 5 June 2024 **at 11h00**, which is the closing time of the tender. Tenderers should ensure that tenders are delivered timeously to the correct address.

Contractor

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Witness 2

SECTION T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as amended (see www.cidb.org.za). Tenderers must obtain their own copies of the Standard Conditions of Tender.

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

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

SECTION T1.2.2: TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

Item		Data
C.1	GENERAL	ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
C.1.1	Actions	The Employer is the “Department Agriculture Land Reform and Rural Development”. The term “bid” in the context of this standard is synonymous with term “tender”.
C.1.2	Tender Documents	This document (Volume 1) in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings
C.1.3	Interpretation	Add the following new clause: “1.3.3” The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
C.1.4	Communication and Employer’s Agent:	
	The <i>Employer’s Agent</i> is:	Company : BMK Consulting Engineers Contact : Deveshan Govender Address : 45 Richefond Circle, Ridgeside Office Park, Umhlanga,4319 Tel No. : 031 566 1160

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		E-mail : deveshan@bmkgroup.co.za
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.2.1	Eligibility:	Only those Tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or Higher Class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions: 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4CE of construction work. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 4CE class of construction work, is eligible to submit tenders.
		Tenderers must have attended the compulsory clarification inspection.
		Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document. Where consortium/ joint ventures are involved, each party to the association must submit separate Tax Clearance requirements separate CSD reports or confirm the CSD number on their respective letterhead. (SDB 1 form).
		Compliance with all Tax Clearance requirements: Attach a Valid Tax Clearance Certificate/ provide a Compliance Tax Status Pin on the space provided on the SBD 1 form. Where consortium/ joint ventures are involved, each party to the association must submit separate Tax Clearance requirements. Where no Tax clearance certificate or pin is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided on Form SBD 1 as per Clause iii) a.
		Where the bidder forms a consortium or joint venture, written Proof of the contract between all parties must be attached

Contractor

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		The Form of Offer must be completed in full and signed by the duly authorized person. Failure of a Tenderer to complete and sign this part will invalidate the tender.
		Letter of authorization Letter of authorization to sign the Form of Offer and where required in tender document to be attached this shall be clearly stated on the company letter head. (See Form G).
		Tampering with Document No tampering with the document i.e. the full document with all Annexures must be printed and submitted. No use of Tippex / correctional fluid. If any typing error occurs one must can scratch out and sign. In the event of mistakes having been made in completing the Form of Offer and Acceptance (C1.1), the mistake must be crossed out in ink and be accompanied by an initial at each and every alteration. If alterations are not made as stipulated, the tender as a whole will not be considered. Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered. All additional documentation must be stapled into the tender document or attached in a separate file. The Department will reject the bid if the above conditions are not adhered to.
		Separate Tax Clearance or pin must be submitted for each sub-contractor. Where no Tax Clearance or pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided for each sub-contractor to verify Tax compliance.
		Sub-contractors must be registered on the National Treasury Central Supplier Database and attach a report as proof or submit the CSD supplier number on a company letterhead.

Contractor

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Witness 2

C.2.2	Cost of Tendering:	Add the following to the clause: “Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent.”
C.2.5	Reference documents:	The document “General Conditions of Contract for Construction Works” Third Edition, 2015. Tenderers, Contractors and Subcontractors shall obtain their own copies of the document General Conditions of Contract for Construction Works, Third Edition, 2015 for the tendering purposes and for use for the duration of the Contract from the Secretary of the South African Institute of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.
C.2.7	Clarification meeting:	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register and paid for Bid Documents
C.2.8	Seek clarification:	“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least 5 (five) calendar days before the closing time stated in the foregoing notice and clause 2.15.”
C.2	TENDERER’S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.2.9	Insurance:	Add the following to the clause: “Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT plus 20%, and Public Liability to be limited to R 5 000 000 under the contract. The Employer will not provide for any insurance as it will be provided for by the Contractor.
C.2.11	Alterations to documents:	Add the following to the clause: “In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial. Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.

Contractor

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		Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file." The Department will reject the bid if the above conditions are not adhered to.
C.2.13	Submitting a tender offer	
	C.2.13.1	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
	C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified.
	C.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.
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
	C.2.13.4	Add the following to the clause: "Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head. In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."

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Employer

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		Accept that failure to submit proof of Authorisation to sign the tender with a specimen signature shall result in a Tender Offer being regarded as non-responsive.
	C.2.13.5	The Employer's address for delivery of tender offers: Department Agriculture Land Reform and Rural Development 14 Long Street Cape Town 8000
	C.2.13.6	A two-envelope procedure will NOT be followed.
	C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.2.14	Information and Data to be completed in all respects:	Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2. (Form T) Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.
C.2.15	Closing time:	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	Tender offer validity:	The tender offer validity period is 90 days. Add the following to the clause: "If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."
C.2.17	Clarification of tender offer after submission	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.18	Provide other material	The Tenderer shall provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for

Contractor

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Employer

Witness 1

Witness 2

		submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
C.2.19	Inspections, tests and analysis:	The Tenderer must provide access during working hours to his premises for inspections on request.
C.2.20	Submit securities, bonds and policies:	Tenderer to 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.
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.2.23	Certificates:	The following certificates/ information may be provided with the tender offer: a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g., CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g., CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.
ADD THE FOLLOWING NEW CLAUSES:		
"2.24	Canvassing and obtaining of additional information by Tenderers:	Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
"2.26	Awards to close family members of persons in the service of the state	In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2.5 – Form E must be completed."
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
"2.28	TAX REQUIREMENTS	"Submission of Proof of Tax Compliance together with the bid is compulsory."

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		Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a proof of being Tax compliant from the South African revenue Service (SARS), certifying that the taxes of that person/entity are in order or that suitable arrangements have been made with SARS. In Bids where Consortia / Joint Venture/ Sub-contractors are involved each party must submit a separate proof of Tax compliance. 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. Application for tax compliance status (TCS) 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. Bidders may also submit a printed TCS together with the bid. Where no Tax Clearance or pin is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided for each sub-contractor to verify Tax compliance.
"2.29	(CSD) Central Supplier Database	Bidders must register on the Central Supplier Database (CSD). Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). Valid CIPC certificate must be submitted to bidding institution.
"2.30	Tender Participation Goals	It is a requirement of this contract that work be executed in such a manner so as to maximize the use of local Labour-intensive construction methods. Local Labour target: 80% target is to be achieved on employment of unskilled local Labour. The contractor must submit monthly Labour reports to client. Contractors to adhere to the minimum Labour rates as stipulated by the Department of Labour.
C.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.3.1	Respond to requests from the Tenderer:	Replace the contents of the clause with the following: "Respond to a request for clarification received up to seven (7) calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents".
C.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 (7) calendar days before the tender closing time stated in the Tender Data. If , as a result a

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		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. All addenda issued completed and returned.
C.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.
C.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.3.4	Opening of tender submissions:	The closing date and time for receipt of tenders is: 5 June 2024 at 11:00. Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the: DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES: DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT. Tenders must be submitted in the tender box situated at: Department of Agriculture Land Reform and Rural Development Ground Floor Tender Box 14 Long Street CAPE TOWN 8000 Only tenders submitted to this tender box will be opened/ considered. Valid tender submissions shall be opened 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.
C.3.11	Evaluation of Tenders:	Tenders will be evaluated in terms of the evaluation criteria stipulated below: (a) Evaluation for Mandatory criteria (b) Evaluation in terms of Functionality (c) Evaluation in terms of 80/20 preference point system and specific goals as prescribed in the Preferential Procurement Regulations 2022.
	Mandatory criteria	Add the following:

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		"Tenderers will be evaluated as per the Preferential Procurement Regulation which prescribes that all bids submitted must comply with the Mandatory Eligibility Criteria of this tender (Part 2: Returnable Schedules). If not, that will be disqualified and will not pass to the method of evaluation.																				
	Scoring functionality	Minimum score for quality In order to be considered in terms of this tender, tenderers must achieve the minimum score for quality as stated below. The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria. The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than 60 out of 100 points for functionality will not be considered further. Each of the evaluation criteria will be assessed in terms of five indicators being 0 = No submission/incomplete submission, 1 = Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent. Calculate the points for functionality according to the following formula. $P_s = S_o/M_s \times A_p \quad \& \quad F_s = P_s \times W$ Where P_s = Percentage scored for functionality by bid under consideration S_o = Total score of bid/proposal (value) under consideration M_s = Maximum possible score = 500 A_p = percentage allocated for functionality = 100 F_s = Functionality points scored for each criterion W = Weight of criterion under consideration Total points by bidder on functionality: $F_s = F_{s1} + F_{s2} + F_{s3}$ The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for quality. NB: Points scored for Functionality will not have an influence on the total tender evaluation points. Method 3 (i.e. financial offer and preferences) will be used to calculate the total tender evaluation points. <table border="1"><thead><tr><th>Criterion</th><th>Weight</th><th>Value</th><th>Comment / Remarks</th></tr></thead><tbody><tr><td>Relevant experience in civil engineering stormwater/sewer pipeline projects similar in nature, scope and value (Section T2.2.9, Form I)</td><td>40</td><td></td><td></td></tr><tr><td>Experience of key personnel – Contracts Manager, (Section T2.2.11, Form K)</td><td>30</td><td></td><td></td></tr><tr><td>Experience of key personnel – Site Agent (Section T2.2.11, Form K)</td><td>30</td><td></td><td></td></tr><tr><td>TOTAL</td><td>100</td><td></td><td></td></tr></tbody></table>	Criterion	Weight	Value	Comment / Remarks	Relevant experience in civil engineering stormwater/sewer pipeline projects similar in nature, scope and value (Section T2.2.9, Form I)	40			Experience of key personnel – Contracts Manager, (Section T2.2.11, Form K)	30			Experience of key personnel – Site Agent (Section T2.2.11, Form K)	30			TOTAL	100		
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TOTAL	100																					

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		<u>RELEVANT EXPERIENCE OF SIMILAR PROJECTS – (40)</u> Tenderers are required to demonstrate relevant experience and competency and attach completion certificates (Practical, Works or Final). Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed. Relevant projects must be of similar civil engineering scope (stormwater/sewer pipeline related), nature and size, completed within the last Ten (10) years. Tenderers should have completed civil engineering stormwater/sewer pipeline construction projects of similar nature, with a minimum value of R3 000 000 each in the last 10 years. The employer reserves the right to verify projects before considering them. <u>NB: Bidders are required to attach completion certificates. Failure to submit / attach completion certificates for the projects will result in the bidder not being awarded the points.</u> <table border="1"> <tr> <td data-bbox="614 846 885 958">No submission / Incomplete Submission (score 0)</td> <td data-bbox="885 846 1476 958">The tenderer has not listed any relevant completed projects and/or failed to attach completion certificates. (0 Project)</td> </tr> <tr> <td data-bbox="614 958 885 1041">Poor (score 1)</td> <td data-bbox="885 958 1476 1041">The tenderer has listed one (1) relevant completed project with a completion certificate. (1 Projects)</td> </tr> <tr> <td data-bbox="614 1041 885 1124">Average (score 2)</td> <td data-bbox="885 1041 1476 1124">The tenderer has listed two (2) relevant completed projects with completion certificates. (2 Projects)</td> </tr> <tr> <td data-bbox="614 1124 885 1207">Good (score 3)</td> <td data-bbox="885 1124 1476 1207">The tenderer has listed three (3) relevant completed projects with completion certificates. (3 Projects)</td> </tr> <tr> <td data-bbox="614 1207 885 1290">Very Good (score 4)</td> <td data-bbox="885 1207 1476 1290">The tenderer has listed four (4) relevant completed projects with completion certificates. (4 Projects)</td> </tr> <tr> <td data-bbox="614 1290 885 1384">Excellent (Score 5)</td> <td data-bbox="885 1290 1476 1384">The tenderer has listed five (5) relevant completed projects with completion certificates. (5 or more Projects)</td> </tr> </table>	No submission / Incomplete Submission (score 0)	The tenderer has not listed any relevant completed projects and/or failed to attach completion certificates. (0 Project)	Poor (score 1)	The tenderer has listed one (1) relevant completed project with a completion certificate. (1 Projects)	Average (score 2)	The tenderer has listed two (2) relevant completed projects with completion certificates. (2 Projects)	Good (score 3)	The tenderer has listed three (3) relevant completed projects with completion certificates. (3 Projects)	Very Good (score 4)	The tenderer has listed four (4) relevant completed projects with completion certificates. (4 Projects)	Excellent (Score 5)	The tenderer has listed five (5) relevant completed projects with completion certificates. (5 or more Projects)
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		<u>TENDERERS EXPERIENCE OF KEY PERSONNEL – (60)</u> Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. EXPERIENCE AND QUALIFICATION OF CONTRACTS MANAGER (30) AND SITE AGENT (30) 1. CONTRACT MANAGER (30) This criterion covers the general average experience of the proposed Contract Manager dealing with civil engineering stormwater/sewer pipeline related construction projects. The candidate should have completed civil engineering stormwater/sewer pipeline construction projects of similar nature, with a minimum value of R3 000 000 each in the last 10 years.												

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	Tenderers are required to complete Form K and/or submit curriculum vitae for the key personnel proposed to be employed on the project. This curriculum vitae is to include specific details of these individuals including past experience and competence in delivering key similar stormwater/sewer pipeline projects. <table border="1"><tr><td>No Submission / Incomplete Submission (score 0)</td><td>No CV or No projects</td></tr><tr><td>Poor (score 1)</td><td>1 similar project completed in the last 10 years</td></tr><tr><td>Average (score 2)</td><td>2 similar projects completed in the last 10 years</td></tr><tr><td>Good (score 3)</td><td>3 similar projects completed in the last 10 years</td></tr><tr><td>Very Good (score 4)</td><td>4 similar projects completed in the last 10 years</td></tr><tr><td>Excellent (score 5)</td><td>5 similar projects completed in the last 10 years</td></tr></table> 2. SITE AGENT (30) This criterion covers the general average experience of the proposed Site Agent dealing with civil engineering stormwater/sewer pipeline related construction projects. The candidate should have completed civil engineering stormwater/sewer pipeline construction projects of similar nature, with a minimum value of R3 000 000 each in the last 10 years. Tenderers are required to complete Form K and/or submit curriculum vitae for the key personnel proposed to be employed on the project. This curriculum vitae is to include specific details of these individuals including past experience and competence in delivering key similar stormwater/sewer pipeline projects. <table border="1"><tr><td>No Submission/ Incomplete Submission (Score 0)</td><td>No CV or No projects</td></tr><tr><td>Poor (score 1)</td><td>1 similar project completed in the last 10 years</td></tr><tr><td>Average (score 2)</td><td>2 similar projects completed in the last 10 years</td></tr><tr><td>Good (score 3)</td><td>3 similar projects completed in the last 10 years</td></tr><tr><td>Very Good (score 4)</td><td>4 similar projects completed in the last 10 years</td></tr><tr><td>Excellent (score 5)</td><td>5 similar projects completed in the last 10 years</td></tr></table>	No Submission / Incomplete Submission (score 0)	No CV or No projects	Poor (score 1)	1 similar project completed in the last 10 years	Average (score 2)	2 similar projects completed in the last 10 years	Good (score 3)	3 similar projects completed in the last 10 years	Very Good (score 4)	4 similar projects completed in the last 10 years	Excellent (score 5)	5 similar projects completed in the last 10 years	No Submission/ Incomplete Submission (Score 0)	No CV or No projects	Poor (score 1)	1 similar project completed in the last 10 years	Average (score 2)	2 similar projects completed in the last 10 years	Good (score 3)	3 similar projects completed in the last 10 years	Very Good (score 4)	4 similar projects completed in the last 10 years	Excellent (score 5)	5 similar projects completed in the last 10 years
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Contractor

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Method 3: Scoring Points and preference	Scoring financial offers: The formula to determine points for price is: THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10 $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender								
PREFERENCE POINT SYSTEM	<u>COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)</u> 1.1 The following preference point systems are applicable to invitations to tender: - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and 1.2 To be completed by the organ of state a) The applicable preference point system for this tender is the 80/20 preference point system. b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received. 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (a) Price; and (b) Specific Goals. The maximum points for this tender are allocated as follows: <table><tr><td></td><td>POINTS</td></tr><tr><td>PRICE</td><td>80</td></tr><tr><td>SPECIFIC GOALS</td><td>20</td></tr><tr><td>Total points for Price and SPECIFIC GOALS</td><td>100</td></tr></table>		POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and SPECIFIC GOALS	100
	POINTS								
PRICE	80								
SPECIFIC GOALS	20								
Total points for Price and SPECIFIC GOALS	100								

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	Scoring specific goals	The tender must make sure that they complete the SBD 6.1 attached so that they can claim the Specific Goals (20) points. 1.1 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. 1.2 The organ of state reserves the right to request of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state. 1.3 Bidders who wish to claim points need to provide proof for each point claimed as guided below: • Who had no franchise in national elections before the 1983 and 1993 Constitution – attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity. • Who is female- attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity. • Who has a disability – attach doctor's letter confirming the disability. • Who is youth - attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity. • Specific goal: Locality – Western Cape Province (a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or (b) a valid lease agreement from the lessor or (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
C.3.13	Acceptance of tender offer:	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2003.
C.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

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C.4	ADDITIONAL CONDITIONS OF TENDER
The additional conditions of Tender are:	
C.4.1	Compliance with Occupational Health and Safety Act 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Contractor shall submit a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details: (1) Management Structure, Site Supervision and Responsible Persons including a succession plan. (2) Contractor's induction training programme for Employees, Sub-contractors and Visitors to the Site. (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (4) Regular monitoring procedures to be performed. (5) Regular liaison, consultation and review meetings with all parties. (6) Site security, welfare facilities and first aid. (7) Site rules and fire and emergency procedures. Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project. The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Part C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. (Annexure A).
C.4.2	Community Liaison Officer It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities. The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3.3.2: Scope of Work.

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Witness 2

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

As published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts Volume 650, Government Gazette No 42622 of 8 August 2019.

Annexure C

C.1 GENERAL

C.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

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- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer’s agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

- C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 *Option 1*

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

C.1.6.3.2 *Option 2*

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 **Tenderer's obligations**

C.2.1 **Eligibility**

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

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

C.2.2 **Cost of tendering**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
- C.2.3 Check documents**
- Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- C.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.
- C.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.
- C.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.
- C.2.7 Clarification meeting**
- Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- C.2.8 Seek clarification**
- Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
- C.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.
- C.2.10 Pricing the tender offer**
- C.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 fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.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.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.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.

C.2.15 **Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.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.

C.2.16 **Tender offer validity**

C.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.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.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 C.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.*

C.2.18 **Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.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.

C.2.20 Submit securities, bonds and policies

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

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer’s undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working 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 collected tender documents.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C.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.

C.3.4 Opening of tender submissions

C.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.

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

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

C.3.5 Two-envelope system

C.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.

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

C.3.6 Non-disclosure

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

C.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.

C.3.8 Test for responsiveness

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.13 Acceptance of tender offer

- Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:
- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - c) has the legal capacity to enter into the contract;
 - d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
 - e) complies with the legal requirements, if any, stated in the tender data; and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

- C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
 - b) inclusion of some of the returnable documents and
 - c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T2: RETURNABLE DOCUMENTS & SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
C.2.1	Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners must be filled in below: NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s: <u>Tenderer/Leading JV Partner</u> CRS Number: _____ Name of Company: _____ <u>JV Partner</u> CRS Number: _____ Name of Company: _____ <u>JV Partner</u> CRS Number: _____ Name of Company: _____ All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have Category 4CE or HIGHER Contractor *NB: Recent printout from CIDB website indicating the CRS number will also be accepted.
C.2.7	Attendance of the compulsory Tender Clarification meeting as stipulated.
C.2.8	1.1 Bidders must ensure compliance with their tax obligations. 1.2 Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. 1.3 Application for tax compliance status (TCS) PIN may be made via e-filing through the SARS website www.sars.gov.za. 1.4 Bidders may also submit a printed TCS certificate or provide Tax pin together with the bid. 1.5 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN / CSD number. 1.6 Where consortium/ joint ventures are involved, each party to the association must submit separate CSD reports or confirm the CSD number on their respective letterhead.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
C.2.10	Form of offer must be completed and signed by duly authorized person.
	Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document. Where the bidder forms a consortium or joint venture, written Proof of the contract between all parties must be attached. Where consortium/ joint ventures/ sub-contractor are involved each must submit separate CSD reports or write the CSD supplier number or confirm the CSD number on their respective letterhead. (SDB 1 form).
	Fully completed Declarations on SBD forms

Clause referred to in Standard Conditions of Tender	Document
C.2.11	Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file. Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered. "In the event of mistakes having been made on prices INCLUSIVE OF VAT, it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial at each and every price alteration.
C.2.13.4	Letter of authorization to sign the Form of Offer and where required in tender document (See Form D).
C.2.28	Bidders must ensure compliance with their tax obligations. Bidders are required to submit their valid compliance personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) 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. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDERER MUST REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.

Document	
Tenderers shall provide their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN Number in the space provided below: NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s. If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN numbers shall be provided in Form A. If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.	
<u>Tenderer/Leading JV Partner</u>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<u>JV Partner 1</u>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<u>JV Partner 2</u>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2: RETURNABLE SCHEDULES

- SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS**
- SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)**
- SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS**
- SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY**
- SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER**
- SECTION T2.2.6: FORM F: DECLARATION OF INTEREST (SBD 4)**
- SECTION T2.2.7: FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**
- SECTION T2.2.8: FORM H: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THIS CONTRACT**
- SECTION T2.2.9: FORM I: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**
- SECTION T2.2.10: FORM J: CERTIFICATE OF TENDERER'S VISIT TO THE SITE**
- SECTION T2.2.11: FORM K: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**
- SECTION T2.2.12: FORM L: KEY-PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED**
- SECTION T2.2.13: FORM M: QUALITY MANAGEMENT SYSTEMS:**
- SECTION T2.2.14: FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**
- SECTION T2.2.15: FORM O: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN**
- SECTION T2.2.16: FORM P: PRELIMINARY PROGRAMME**
- SECTION T2.2.17: FORM Q: ESTIMATED MONTHLY EXPENDITURE**
- SECTION T2.2.18: FORM R: ALTERATIONS BY TENDERER**
- SECTION T2.2.19: FORM S: COMPULSORY ENTERPRISE QUESTIONNAIRE**
- SECTION T2.2.20: FORM T: TENDERERS PERFORMANCE EVALUATION FORM**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided. (Refer to Clause C2.28)
Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory. (Refer to Clause C2.28)

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐

2. If yes, indicate:

- (i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

	Name and address of the proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

SUB-CONTRACTING

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐

2. If yes, indicate:

- (i) What percentage of the contract will be Sub-contracted? %

- (ii) The name/s of the sub-contractor(s)? (1)

(2)

(3)

(4)

- (iii) The B-BBEE status level of the sub-contractor(s)?

- (iv) Whether the sub-contractor(s) is/are an EME? Yes ☐ / No ☐

Signature of person authorised to sign the tender:

Date:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iii) What percentage of the contract will be sub-contracted, the B-BBEE status level of the sub-contractors and whether they are an EME/QSE, must be stated in the table below and specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Name of proposed Sub Contractor	% of the work that will be sub-contracted	B-BBEE status level of the sub-contractor	Designated Group: An EME or QSE which is at last 51% owned by:																	
			Black people		Black people who are youth		Black people who are women		Black people with disabilities		Black people living in rural or under-developed areas or townships		Cooperative owned by black people		Black people who are military veterans		Any EME		Any QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference pointsystem.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highestacceptable tender will be used to determine the accurate system once tenders arereceived.

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take noteof the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department ofAgriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality – Western Cape	3		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** $\times 8 \div 100$ = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** $\times 5 \div 100$ = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100$ = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100$ = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** $\times 3 \div 100$ = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.

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

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

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company [TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY** , a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*
 has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)
 IN HIS CAPACITY AS: Managing Director
 DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1.
 2.

Signature of person authorised to sign the tender:

Date:

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER
--

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.
(Make an X in the appropriate space below)

Company	☐	Closed Corporation	☐	Partnership	☐
One-man concern	☐	Joint Venture	☐		

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes ☐ / No ☐ Registration nr.:

Signature of person authorised to sign the tender:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.6: FORM F: DECLARATION OF INTEREST (SBD 4)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I certify to be true
and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

² 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Position	 Name of bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.8: **FORM H: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THIS CONTRACT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have **available for this contract** or will acquire or hire **for this contract** if my/our tender is accepted.

- (a) Details of major equipment that is owned by and immediately available for this contract.
Proof of ownership must be attached.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.
Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.9: **FORM I: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

The tenderer shall list in the spaces provided below the **civil engineering pipeline related construction projects (stormwater/sewer) above R3 000 000 million completed in the past 10 years. The bidder must attach certificates of completion (Practical, Works or Final).**

a) **LIST OF SIMILAR RELEVANT PROJECTS COMPLETED BY THE BIDDER**

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
Completed (similar relevant projects)				

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.10: FORM J: CERTIFICATE OF TENDERER’S VISIT TO THE SITE

This is to certify that I,.....

Representative of (Tenderer)

Of (address).....

.....

.....

Telephone No:

Fax No:

Visited and carefully examined the Site on the day of 20.....

In the company of (Engineer’s representative)

Signature (Tenderer’s Representative)

Signature (Engineer’s Representative)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.11: FORM K: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach the CVs that include lists of successfully completed civil engineering pipeline related (stormwater/sewer) construction projects, with a minimum value of R3 000 000 each in the last 10 years by the Contract Manager and Site Agent.** The Tenderer shall also include an organogram of the project team and the company structure.

Note that the Key personnel (Contract manager and Site agent) specified here directly influence the award of the contract hence should they need to be changed, the substitution should be a person who is of equal or higher skills and the approval of this change by the DALRRD is required prior to implementation. The Department reserves the right to not award the contract or terminate the contract should this be violated.

Note: that any project with incomplete details will be regarded as non-responsive.

1. Position	Contract Manager				
Name					
Indicate Qualification					
Indicate Years of Experience					
List of Projects Worked on as a Contract Manager	Project Name/Description	Value (R)	Start Date	End Date	Reference
Currently Employed by Tenderer (Y/N)					
Signature					

Signature of person authorised to sign the tender:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. Position	Site Agent				
Name					
Indicate Qualification					
Indicate Years of Experience					
List of Projects Worked on as a Contract Manager	Project Name/Description	Value (R)	Start Date	End Date	Reference
Currently Employed by Tenderer (Y/N)					
Signature					

Signature of person authorised to sign the tender: .

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.12: FORM L: KEY-PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED

The Tenderer shall insert in the spaces below, the name of non-local key personnel and non-local workers to be engaged on the Contract.

	Name	Category
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

* The Contractor must fill in the various categories, e.g. Site, Agent, Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc. as required.

Signature of person authorised to sign the tender:

Date:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.13: FORM M: QUALITY MANAGEMENT SYSTEMS:

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.14: FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?
 Yes ☐ / No ☐
2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile).
 Yes ☐ / No ☐
3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees?
 Yes ☐ / No ☐
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?
 Yes ☐ / No ☐
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?
 Yes ☐ / No ☐
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?
 If yes, please explain his duties and provide a copy of his CV.
 Yes ☐ / No ☐
7. Does the Contractor have trained first aid employees? If yes, indicate, who.
 Yes ☐ / No ☐
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy)
 Yes ☐ / No ☐

Signature of person authorised to sign the tender:

Date:

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

SECTION T2.2.15: FORM O: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.16: FORM P: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Note: The programme must be based on the completion time as specified in the Contract Data.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

SECTION T2.2.17: FORM Q: ESTIMATED MONTHLY EXPENDITURE

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

[illegible]

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

.....

.....

.....

Signature of person authorised to sign the tender:

Date:

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Should the Tenderer desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

[illegible]

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1.1: SECTION T2.2.19: FORM S: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.

Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.20: FORM T: TENDERERS PERFORMANCE EVALUATION FORM

PROJECT PERFORMANCE EVALUATION FORM
(not to be completed at tender stage)

Project Name of Tenderer: _____

Project name: _____

Project location: _____

Construction period: _____

Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

	Unacceptable	Challenging	Acceptable	Commendable	Outstanding
	1	2	3	4	5
1. Quality of Workmanship					
2. Resources Personnel					
3. Project performance/ time management/ programming					
4. Financial management/ payment of subcontractors/ cash flows etc.					
5. Resources Plant					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____

Contractor

Witness 1

Witness 2

Employer

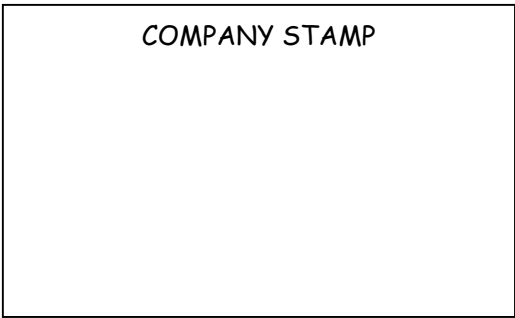
Witness 1

Witness 2

Cellphone: _____
 Fax: _____
 E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023

 Signature of principal agent



NOTE:
 If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

AGREEMENTS AND CONTRACT DATA

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C1.4	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	C1.4.1
C1.5	PRO FORMA MATERIAL ON SITE OR MATERIAL OFF SITE (MOS) GUARANTEE FOR USE WITH THE GCC 2015 AGREEMENT...	C1.5.1
C1.6	INSURANCE BROKERS WARRANTY.....	C1.6.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1

C1.1 FORM OF OFFER AND ACCEPTANCE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

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

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),

(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)

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 TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature
Of Witness

Date

C1.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

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 C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance);
Part C2 Pricing Data;
Part C3 Scope of Work: Works Information;
Part C4 Site Information;
Part C5 Annexures

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

Deviations from and amendments to the documents listed in the 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 EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity: Department Agriculture Land Reform and Rural Development,

(Name and address of organisation)

Name and Signature Of Witness _____

Date _____

C1.1.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1.1

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE**

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature
Of Witness

Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity: Department Agriculture Land Reform and Rural Development,

Name and Signature
Of Witness

Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1.1

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

C1.2 CONTRACT DATA

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2

C1.2.1 GENERAL CONDITIONS OF CONTRACT

PART 1: DATA PROVIDED BY THE EMPLOYER

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, tel 011 805 5947.

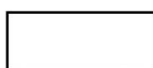
REF	CLAUSE	VARIATIONS AND ADDITIONS TO CONDITIONS OF THE CONTRACT
	No.	
1.1.1.13		The Defect Liability Period is 12 months
1.1.1.14		The time for achieving Practical Completion is 4 calendar months .
1.1.1.15		Name of Employer: Department Agriculture Land Reform and Rural Development
1.2.1.2		Address of Employer: Physical 14 Long Street Cape Town Cape Town 8000 Telephone No: 021 409 0300 Postal Private Bag X9159 Cape Town 8001
1.1.1.26		The Pricing strategy is a Re-measurement Contract
3.1.3		The Contractor shall obtain the specific approval from the Department in accordance to the Supply Chain Delegation of Authority before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1 Clause 6.3: Variations. 2 Clause 5.12: Extension of Time for Practical Completion. 3 Contingencies
5.3.1		The Documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security/ Performance Guarantees (Refer to Clause 6.2) • Works Insurance (Refer to Clause 8.6) • Liability Insurance (Refer to Clause 8.6) • COIDA • Cash flow Projections • Confirmation of key personnel (Contract Manager and Site Agent).
5.3.2		The time to submit documentation required before commencement with Works execution is 14 calendar days.
5.4.2		The access and possession of Site shall not be exclusive to the Contractor but shall be in accordance with the Engineer's instruction or as set out in the site hand over certificate.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

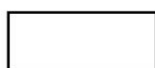
C1.2.1

5.8.1	The non-working days are Sundays. The special non-working days are: 1. All statutory holidays as declared by national or Regional Government. 2. The year-end break commencing and ending on dates as specified by SAFCEC.
5.13.1	The penalty for failing to complete the Works is R3 000 per calendar day. The penalty for failing to achieve local labour requirements is R800.00 per person per day.
5.16.3	The latent defect period is 10 years.
6.5.1.2.3	The percentage allowances to cover overhead charges are: • 25 % of the gross remuneration of workmen and foremen actual engaged in the day work. • 10 % on the net cost of material actual used. No allowance will be made for work done, or for materials and equipment, for which day work rates have been quoted at tender stage.
6.10.1.5	The percentage advance on materials not yet built into the permanent works is 80 %. No payment will be made for any Plant and/or materials off site, except if expressly agreed otherwise; Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer a MOS Guarantee in accordance with the pro forma MOS Guarantee, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials, including but not limited to claims by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials; and Provided that the total amount of Plant and/or materials referred to in Clause 6.9.1 not yet supplied to Site or built into the Permanent Works certified for payment in terms of the Contract, notwithstanding the percentage limit stated in the Contract Data, shall be limited to the Guaranteed MOS Sum as reflected in the MOS Guarantee.
6.10.3	The limit of retention money is 10 % of the net tender amount.
8.2.1	The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient roads sign, lights, barricades, fencing, and guarding as may be necessary or required by the engineer or by any act, regulation or statutory authorities. All operations required in connection with the execution and completion of the works and temporary works shall, as far as the provisions for the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property and the Contractor hereby indemnifies the employer against any claims, demands, damage and cost that may arise in this regard. Compensation for such obligations shall be included in the Contractors prices for provision and general costs, except in as provision is made in the specifications for payment in respect of specific items pertaining to those obligations.

C1.2.2



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.00.
8.6.1.3	The limit of indemnity for liability insurance is R 5 000 000.00
8.6.1.5	In addition to insurances required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.4 the contractor shall affect and maintain professional indemnity insurance cover for the permanent works designed by the contractor. The contractor and / or his design agent shall provide minimum professional indemnity insurance cover of R 500 000 (Five Hundred Thousand Rand) with the first amount payable not exceeding 20 % of the value of indemnity, and/or personal liability. The contractor shall keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Contractor and his design agents intentional and/or negligent wrongful acts, errors and/or omissions. The contractor shall also keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of ten (10) years after the issue of such applicable certificate.
10.5.1	Dispute resolution shall be by ad-hoc adjudication if necessary.

VARIATIONS TO THE CONDITIONS OF CONTRACT ARE:

Clause

5.14.1 Practical Completion

Replace the last sentence of the second paragraph:

"Should the Employer's Agent ... on the Due Completion Date."

with the following:

"Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

5.14.2 Issue of Certificate of Practical Completion

Replace "the Employer's Agent " in the second line with the following:

", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent "

5.14.4 Certificate of Completion

Replace "the Employer's Agent " in the second and third line of the first paragraph with:

", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent "

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2.3

6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace “28 days” in the seventh line with “30 days”.

PART 2: DATA PROVIDED BY THE CONTRACTOR

REF CLAUSE No.	
1.1.1.9	Name of Contractor.....
1.2.1.2	Address of Contractor: Physical:..... Postal:..... e-mail:..... Telephone no.:..... Fax No:.....
6.2.1	The security to be provided by the Contractor shall be Performance Guarantee/ Bond of 10 % of the Contract Sum.

Signature of Authorized Person

Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2.4

C1.3 PERFORMANCE GUARANTEE (PRO-FORMA)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means
Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity
Employer means **DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT**

Contractor means

Agent means **BMK CONSULTING ENGINEERS**

Works means **SSC WC 04 (2024/2025) DALRRD - THE UPGRADING OF EXISTING OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE**

Site means **PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE**

Agreement means The Agreement made in terms of the Form of Offer and Acceptance and General Conditions of Contract for Construction Works 2015

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3.1

construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay 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 Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.

7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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

11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3.2

12 Where this 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 Guarantor's
Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3.3

LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3.4

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Department Agriculture Land Reform and Rural Development.

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity as Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

And the

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT
(Hereinafter referred to as "the Department")

1. DEFINITIONS

- | | |
|-----------------------------------|---|
| 1.1 CONTRACTOR | Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory. |
| 1.2 MANDATORY | Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials. |
| 1.3 THE PRINCIPAL CONTRACT | Means the contract annexed hereto as annexure "A". |
| 1.4 DEPARTMENT | Means the Department Agriculture Land Reform and Rural Development. |
| 1.5 RISK CONTROL OFFICER | A person appointed in writing by Department. |

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
--	---	---	--	---	---

C1.4.1

- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

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

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "Department" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
 - 3.1.2 The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labor Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Department".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
---	--	--	---	--	--

C1.4.2

- 3.3 The "Contractor" shall indemnify the "Department" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Department" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. *PERFORMANCE SAFE WORKING PRACTICE*

- 4.1 The "Department" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Department's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Department" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. *LOCK OUT PROCEDURE*

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

6. **CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Department".
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.3

- i) An agreement was concluded with the “Department”.
 - ii) Approval has been obtained from the “Department” to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AND FENCING

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

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

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

9. EXCAVATIONS

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

10. FIRST AID

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.4

with a competency certificate from one of the following organizations:

- (i) SA Red Cross Association;
- (ii) St Johns Ambulance;
- (iii) SA First Aid League; or
- (iv) A person or organization approved by the Chief inspector for this purpose.

10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Department's" Ambulance / Fire Department or emergency services may be contacted at

11. FLAMMABLE LIQUIDS

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

12. COMPENSATION BY CONTRACTOR

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

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

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

14. INCIDENT REPORTING

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Department" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to The "Department" shall further be provided with a written report relating to any incident.

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

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

15. LIAISON AND SUPERVISION

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

16. SERVICE INTERRUPTION

16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
---	--	--	---	--	--

C1.4.5

obtained from "Department", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Department".

17. CONFIDENTIALITY

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Department".
- 17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.
- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Department", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

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

19. COMPLETION OF WORK

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

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

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

21. SEARCHES

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

22. GENERAL CONDITIONS

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.6

- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Department" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 shall indemnify the "Department" against any or all liability which may be incurred by the "Department" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Department" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Department" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Department" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Department", upon demand, all costs and expenses incurred by "Department", in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Department" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

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

Company name

On behalf of which division/department the work is being done

The contact number and name of the person representing the "Contractor"

The contact number and name of the person representing "Department"

24. ACKNOWLEDGEMENT

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

25. EXCEPTIONS AND OMISSIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.7

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

1.

2.

THE DEPARTMENT

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE DEPARTMENT

1.

2.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.9

INDEMNITY CERTIFICATE

Contractor : _____
Employer : Department Agriculture Land Reform and Rural Development
Contract : _____

I/we _____ Hereafter the "Contractor"

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

THUS done and signed at on this day of..... 2024

WITNESSES:

1.
2.

CONTRACTOR
DEPARTMENT

C.
R 2
REVENUE STAMP

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.9

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

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

SIGNED AT ON 2024.

I, accept the abovementioned appointment, and
declare that I am familiar with the contents of the Department Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 2024

SIGNATURE:

WITNESSES: 1.
2.

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

R 2 REVENUE STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.10

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

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

SIGNED AT ON 2024

I, accept the abovementioned appointment, and
declare that I am familiar with the contents of the Department Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 2024

SIGNATURE:

WITNESSES: 1.
3.

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

R 2
REVENUE STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4.11

**C1.5 PRO FORMA MATERIAL ON SITE OR MATERIAL OFF SITE (MOS) GUARANTEE FOR USE
WITH THE GCC 2015 AGREEMENT**

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means _____

Physical address (of Guarantor) _____

Guarantor's signatory 1 _____ Capacity _____

Guarantor's signatory 2 _____ Capacity _____

Employer means _____

Recipient means _____
(Contractor)

Employer's Agent means _____

Works means _____

Site means any area on or off site where material is temporarily stored for use under the Agreement.

Agreement means _____

Guaranteed MOS Sum means _____

Amount in words

Guarantee expiry date means the date of issue of the Certificate of Completion by the Employer's Agent pursuant to the Agreement

GUARANTEE DETAILS

1.0 MOS GUARANTEE

1.1 The Guarantor's liability shall be limited to the Guaranteed MOS Sum.

2.0 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement 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.

2.2 Its obligation under this Guarantee is restricted to the payment of money

3.0 Subject to the Guarantor's maximum liability referred to in 1.0 the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.1 to 3.3:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.5.1

- 3.1 A copy of a first written demand issued by the Employer to the Recipient stating that payment of a sum certified by the Employer's Agent has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2
- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Recipient stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 3.1 and that the sum certified has still not been paid therefore the Employer calls up this MOS Guarantee and demands payment of the sum certified from the Guarantor
- 3.3 A copy of the payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 3.0
- 4.0 Subject to the Guarantor's maximum liability referred to in 1.0 the Guarantor undertakes to pay the Employer the Guaranteed MOS Sum upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this MOS Guarantee stating that:
- 4.1 The Agreement has been cancelled due to the Recipient's default and that the MOS Guarantee is called up in terms of 4.0. The demand shall enclose a copy of the notice of cancellation; or
- 4.2 Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up, business rescue or any similar effect against the Recipient and that the MOS Guarantee is called up in terms of 4.0. The demand shall enclose a copy of the court order, if applicable;
- 5.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.0 and 4.0 shall not exceed the Guarantor's maximum liability in terms of 1.0
- 6.0 Payment by the Guarantor in terms of 3.0 or 4.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
- 7.0 The Employer shall have the absolute right to arrange his affairs with the Recipient in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this MOS Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 8.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 9.0 This MOS Guarantee is neither negotiable nor transferable and shall expire in terms of payment of the full Guaranteed MOS Sum to the Employer or on the Guarantee expiry date, whichever is the earlier, whereafter no claims will be considered by the Guarantor. The original of this MOS Guarantee shall be returned to the Guarantor after it has expired
- 10.0 This MOS Guarantee, with the required demand notices in terms of 3.0 or 4.0, shall be regarded as a liquid document for the purpose of obtaining a court order

Signed at _____

Date _____

Guarantor's
Signature 1 _____

Guarantor's
Signature 2 _____

Witness _____

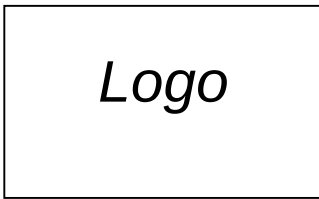
Witness _____

Guarantor's seal or stamp

C1.5.2

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.6 INSURANCE BROKER'S WARRANTY



Pro Forma

Letterhead of Contractor's Insurance Broker

Date _____

[EMPLOYERS NAME]
[EMPLOYERS ADDRESS]

Dear Sir

CONTRACT NO.:

CONTRACT TITLE:

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.6.1

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

PORTION 2: CONTRACT

PART C2: PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICING DATA
INDEX

Section	Description	Page No
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C2.2	PROVISIONAL BILLS OF QUANTITIES.....	112 - 125

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

C2.1 PRICING INSTRUCTIONS

C 2.1 PRICING INSTRUCTIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

GENERAL

This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 Standardised Specification for Civil Engineering Construction as amended in the Scope of Works.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=Percent
h	=Hour
ha	=Hectare
kg	=Kilogram
kl	=Kiloliter
km	=Kilometer
km-pass	=kilometre-pass
kPa	=Kilopascal
kW	=Kilowatt
litre	=Litre
m	=Metre
mm	=Millimeter
m ²	=square metre
m ² -pass	=square metre-pass
m ³	=cubic metre
m ³ -km	=cubic metre-kilometre
MN	=meganewton
MN.m	=meganewton-metre
MPa	=megapascal
No	=Number
ton	=ton (1000 kg)
W/day	=Work day

3. For the purpose of the 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 Standard Specifications.
Quantity:	The number of units of work for each item. Rate: The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
Provisional sum:	An amount provided for work the scope and/or the necessity of which is undecided, and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
Prime cost sum:	An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
8. **A price or rate shall be entered against each item in the Bill of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works under the contract.

No unauthorized amendment shall be made to the Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Bill of Quantities is not properly completed, the tender will be rejected.

9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SANS 1200 Standardised Specification for Civil Engineering Construction).
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour- intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN
STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY,
WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

C2.2 PROVISIONAL BILLS OF QUANTITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C 2.2 PROVISIONAL BILLS OF QUANTITIES

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK**.

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SCHEDULE A : PRELIMINARY AND GENERAL

SECTION A1: PRELIMINARY AND GENERAL

SCHEDULE B : CIVIL WORK

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SECTION B2: EARTHWORKS

SECTION B3: EARTHWORKS (PIPE TRENCHES)

SECTION B4: GABIONS AND PITCHING

SECTION B5: BEDDING (PIPES)

SECTION B6: STORMWATER DRAINAGE

SECTION B7: CONCRETE (STRUCTURAL)

...

...

SUMMARY

DECLARATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part C2: Pricing Data
Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1	SANS 1200 A	SECTION 1 : PRELIMINARY AND GENERAL					
1.1	8.3	FIXED-CHARGE ITEMS					
1.1.1	8.3.1	Contractual Requirements	Sum	1.0			
1.1.2	8.3.2	Establish Facilities on the Site :					
1.1.2.1		Facilities for Engineer (SANS 1200 AB)					
		a) Name Boards	No.	2.0			
		b) CLO remuneration	No.	4.0			
1.1.2.2		Facilities for Contractor					
		a) Offices and storage sheds	Sum	1.0			
		b) Workshops	Sum	1.0			
		c) Ablution and latrine facilities	Sum	1.0			
		d) Water supplies, electric power and communications	Sum	1.0			
		e) Dealing with water (Subclause 5.5)	Sum	1.0			
		f) Access (Subclause 5.8)	Sum	1.0			
		g) Security of works	Sum	1.0			
1.1.3	8.3.3	Other fixed-charge obligations	Sum	1.0			
1.1.4	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1.0			
1.2	8.4	TIME-RELATED ITEMS					
1.2.1	8.4.1	Contractual Requirements	Sum	1.0			
1.2.3		Other time-related obligations					
1.2.3.1	E.M.P	Allow for compliance with all aspects of the Environment Management spec	Sum	1.0			
1.3	8.6	Prime cost items					
1.3.1		a) Additional tests required by the Engineer	Sum	1.0			
1.3.2		b) Charge required by Contractor on sub-item (a) above	%	10.0			
1.4	8.8	TEMPORARY WORKS					
1.4.1	8.8.1	Dealing with traffic	Sum	1.0			
Total Carried Forward							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part C2: Pricing Data
Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
1.4.2	8.8.4	Existing services					
		a) Supply (or hire) of specialist equipment for the detection of underground services (Prov)	Sum	1.0			
		b) The use of equipment for detection	Sum	1.0			
		c) Excavate by hand in soft material to expose existing services	Sum	1.0			
		d) Temporary protection, as required in terms of the project specification of existing services	Sum	1.0			
1.4.3	8.8.5	Cost of Survey in terms of the Land Survey Act					
		a) Trigonometrical survey and plot boundary pegs - locate and record	Sum	1.0			
		b) Trigonometrical survey and plot boundary pegs - protect and re-establish	Sum	1.0			
1.4.4		Health and Safety					
1.4.4.1		a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan and any other H & S matters that the contractor deems necessary	Sum	1.0			
1.4.4.2		b) Fixed obligations for completing and checking the project H & S file and handing over to the client on completion of works	Sum	1.0			
1.4.4.3		c) Time related obligations for updating and amending the risk assessments, safe work procedures, the project H & S file, the project H & S plan and full compliance with all H & S matters during the construction of the works under the contract	Month	4.0			
1.4.4		Risk of collapse and keeping excavations free of water	Sum	1.0			
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part C2: Pricing Data
Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2	SANS 1200 C	SECTION 2 : SITE CLEARANCE					
2.1	8.2	CLEAR SITE					
2.1.1	8.2.1	Clear and grub Site Area	m ²	900.0			
2.1.2	8.2.2	Remove and grub large trees and tree stumps of girth:					
		a) Over 1,0 m and up to and including 2,0 m	No.	2.0			
2.1.3	8.2.3	Remove and grub large trees and tree stumps regardless of girth	No.	2.0			
2.1.4	8.2.4	Reclear surfaces (provisional) (where ordered by Engineer)					
		a) Areas	m ²	20.0			
		b) 1.5m wide strips	m	20.0			
2.1.5	8.2.5	Take down existing fences (Height and type of fence to be determined on site)	m	400.0			
2.1.6	8.2.6	Clear hedge and, where not scheduled separately, fence	m	100.0			
2.1.7	8.2.9	Cart materials and debris to unspecified sites and dump (provisional)	m ³ .km	300.0			
2.1.8	8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile	m ³	200.0			
2.1.9	PSC 8.2.11	Take down and re-erect existing fences (Height and type of fence to be determined on site)	m	100.0			
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part C2: Pricing Data
Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : EARTHWORKS

[illegible]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : PIPE TRENCHES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4	SANS 1200 DB	SECTION 4 : PIPE TRENCHES					
4.1		EXCAVATION					
4.1.1	8.3.2(a)	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes: 100 mm diam. for total trench depth:					
4.1.1.1		Over 550 up to 700 mm diam. for total trench depth:					
		a) Exceeding 0,0 m but not exceeding 1,0 m	m	65.0			
4.1.1.3		Over 1000 up to 1250 mm diam. for total trench depth:					
		a) Exceeding 0,0 m but not exceeding 1,0 m	m	140.0			
		b) Exceeding 1,0 m but not exceeding 2,0 m	m	195.0			
		c) Exceeding 2,0 m but not exceeding 3,0 m	m	145.0			
4.1.2	8.3.2(b)	Extra-over items:					
		a) Intermediate excavation	m ³	15.0			
		b) Hard rock excavation	m ³	15.0			
		c) Boulders	m ³	15.0			
4.1.3	PSDB 5.6.3	Excavate and dispose of unsuitable and/or surplus material from trench bottom	m ³	15.0			
		Excavate and dispose of boulders	m ³	10.0			
4.1.3	PSDB 8.3.2(d)	Hand excavation where ordered by the Engineer					
		a) Soft material	m ³	20.0			
		b) Intermediate material	m ³	15.0			
		c) Hard material	m ³	5.0			
4.1.3.1		Backfill stabilised with 5% cement where directed by the Engineer	m ³	50.0			
4.1.4	PSDB 8.3.2(e)	Excavate in all materials for stormwater inlet and outlet structures and for manholes, catchpits, valve chambers and the like, irrespective of depth, and backfill around structures	m ³	75.0			
4.1.5	PSDB 8.3.2(f)	Excavate open drains in all materials	m ³	20.0			
Total Carried Forward							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part C2: Pricing Data
Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : PIPE TRENCHES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
4.1.6	PSDB 8.3.2(g)	Extra over items for excavating in:					
		a) Intermediate material	m³	10.0			
		b) Hard rock material	m³	20.0			
4.1.7	PSDB 8.3.2	Excavation ancillaries					
		Make up deficiency in backfill material					
		a) From other necessary excavations on Site	m³	30.0			
		b) By importation from designated borrow pits	m³	10.0			
		c) By importation from commercial or off-site sources selected by the Contractor	m³	10.0			
4.1.8	8.3.4(a)	Particular items					
4.1.8.1		Shore trench in areas where battering to 1.2	m	50.0			
4.1.8.2	8.3.4(b)	Temporary works : Control water inflow from start of construction to end of construction					
		a) Provide equipment	Sum	1.0			
		b) Operate and maintain	Days	120.0			
		c) Remove equipment	Sum	1.0			
4.1.9		FINISHINGS					
	8.3.6	Reinstate road surfaces					
		a) Gravel shoulders	m²	60.0			
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section C2.2 Provisional Bills of Quantities

SECTION : GABIONS AND PITCHING

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : BEDDING (PIPES)

[illegible]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part C2: Pricing Data
Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : STORMWATER DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
7	SANS 1200 LE	SECTION 7 :STORMWATER DRAINAGE					
7.1		Stormwater Pipes					
7.1.1	8.2.1	Supply and lay Class 50-D concrete pipe on Class B bedding:					
		a) 600 mm diameter	m	61.0			
		b) 1050 mm diameter	m	270.0			
		c) 1200 mm diameter	m	216.0			
7.2	8.2.4	Headwalls					
		Provide all materials & construct headwall onto s/water pipe as per detail. Rate to include for excavation					
		b) Outlet headwall as per detail on Drawing No. 1773-T-C-004					
		i) For pipes larger than 1050mm diameter and up to 1500mm in diameter	No.	1			
7.3	8.2.8	Brickwork Manholes					
		a) As shown on Drawing No. 1773-T-C-003. Manhole cover and floor slab to be cast in-situ as specified on Drawing 1773-T-C-003	No.	13.0			
7.4	8.2.8	Catchpits					
		a) Catchpit as per detail on Drawing No. 1773-T-C-004. Catchpit cover and floor slab to be cast in-situ as specified on Drawing No. 1773-T-C-004	No.	1.0			
7.5	8.2.10	ACCESSORIES					
7.5.1		Manhole covers including frames:					
		As indicated on Drawing No. 1773-T-C-003/4	No.	14.0			
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 04 (2024/2025) DALRRD
Part C2: Pricing Data
Section C2.2 Provisional Bills of Quantities

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SECTION : CONCRETE (STRUCTURAL)

[illegible]

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

CONTRACT NO. SSC WC 04 (2024/2025) DALRRD PINEVALLEY, WITZENBERG
PINEVALLEY STORMWATER UPGRADE

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
	PRELIMINARY AND GENERAL	
	SITE CLEARANCE	
	EARTHWORKS	
	PIPE TRENCHES	
	GABIONS AND PITCHING	
	BEDDING	
	STORMWATER DRAINAGE, SITE CLEARANCE AND EXCAVATION	
	CONCRETE (STRUCTURAL)	
	SUBTOTAL	
	CONTINGENCIES	
	(Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies	
	SUBTOTAL	
	Add 15% VAT	
Total Carried Forward To Summary Of Schedules		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION (In respect of completeness of Tender)

Department Agriculture Land Reform and Rural Development
14 Long Street
CAPE TOWN
8000

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 288 pages in consecutive order upon which my/our tender for **TENDER NO. SSC WC 04 (2024/2025) DALRRD: THE UPGRADING OF EXISTING OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE** has been based.

SIGNATURE OF TENDERER/S

DATE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN
STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY,
WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE**

PART C3: SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3.1: Description of Works

CONTENT

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C 3.1.5	Temporary Works.....	C3 - 128
C 3.1.6	Work to be carried out by others (under separate contracts)	C3 - 129

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 3.1.1 Employer's Objectives

The objective of the Employer is to upgrade the existing open stormwater channel to an underground piped system in Pinevalley, within the Witzenberg Municipality. It is also the objective of the client to deliver this public infrastructure using labour-intensive methods as far as possible. Labour intensive works shall comprise the activities described in the Labour-Intensive Specification or any other activities as may be identified by the Contractor.

C 3.1.2 Overview of The Works

The works in this contract include excavation for stormwater infrastructure, construction of stormwater manholes, installation of stormwater pipes and culverts including road crossings and tying into the existing stormwater drainage system and the importation of suitable fill material for bedding under pipes.

C 3.1.3 Scope of Works

The work to be carried out under this contract consists mainly of the following:

- Excavations for stormwater infrastructure:
 - Clear and Grub site;
 - Cut to Spoil unsuitable material;
 - Import of bedding material below pipework;
- The construction of stormwater manholes.
- The installation of stormwater pipes and stormwater culverts.

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

Approximate quantities of each type of work are given in the schedule of quantities.

C 3.1.4 Description of Site and Conditions

The site is located near Pinevalley in the Witzenberg Municipality, Western Cape - 33°25'0.29" S, 19°11'13.74" E.

C 3.1.5 Temporary Works

The Contractor shall be responsible for designing and providing any temporary works required. The Contractor shall allow for the cost of all temporary works, including design, provision and their removal, in his tendered rates.

Such temporary works shall be removed upon completion of the Works and the site of such temporary works re-instated to a condition acceptable to the Environmental requirements.

a) Other services (Telkom electricity etc.) / protection of existing works

Items have been allowed for in the Bill of Quantities for dealing with and protecting existing services where they are known. The Contractor will, however, ensure that prior to construction all the necessary Record Drawings and Wayleaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing that the relevant official indicates the said services at least 48 hours prior to the commencement of the works.

The Contractor shall take whatever precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

Photographical evidence shall be taken by the contractor before any work is done in close proximity to existing property, services, structures or any other infrastructure.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

b) Survey beacons and benchmarks

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks or beacons. If damage or disturbance of any such pegs or beacons is caused due to vandalism, the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that they are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation of other operations adjacent to pegs, the Contractor shall advise the Engineer or his Representative immediately, agreement is to be reached that disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

c) Tidying up of the works

The Contractor shall take note that the progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, stockpiles, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance or impede the activities of other the public or the Client. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works, or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition or better and all rubbish, tools , tackle, plant and materials must be removed, so as to leave the Site in a clean and orderly condition. No additional payment will be made for such work.

d) Temporary traffic control

The Contractor will be responsible for the design and implementation of all temporary traffic control measures where the works shall impact the public road network. To this end, all traffic control measures implemented by the Contractor shall be in accordance with The South African Road Traffic Signs Manual, Volume 2, Chapter 13.

e) Shoring of excavations

The Contractor will be required to make allowance for shoring and protection against collapse of all excavations deeper than 1.5m from the surrounding natural ground level. Alternatively battering of side slopes of the excavation will be allowed.

C 3.1.6 Work to be carried out by others (under separate contracts)

The following works will be carried out under separate contracts by others:

- None

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORK

C3.2: ENGINEERING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3.2: Engineering

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2.1 Design

- 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.

The design responsibility per stage is summarized as follows:

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

Amendments to the design, if necessary, will be issued during the construction phase.

C 3.2.2 Employer's Design

The Consultants are responsible for the design of all permanent works and not the temporary works utilized by the Contractor. The Contractor shall be solely responsible for ensuring the safety and efficacy of his designs for temporary works. For those portions of the work scheduled as 'Design and Build', the Consultant must still approve in writing all designs before construction commences, although this will not relieve the Contractor of his responsibilities relating thereto.

C 3.2.3 Contractor's Design

Where the 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.

The design of the temporary works shall be carried out in accordance with all relevant standards and codes of practice, with particular emphasis on the requirements of the OHS Act.

These drawings will have to be submitted for approval to the relevant authorities (Employer / Employer's Agent / H&S Agent/Local Authority) prior to commencement of the Works.

C 3.2.4 Drawings

The drawings listed below are attached to give an overview of the project. Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/ Employer on commencement date and thereafter from time to time as required.

The drawings that form part of the tender document are to be used for tender purposes only. On award of the Contract, the successful bidder will receive three (3) sets of unredacted paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figured dimensions omitted from the drawings.

Any information in possession of the Contractor that the Engineer requires in order to complete his as-built drawings shall be supplied to the Engineer before a Certificate of Completion will be issued.

The following drawings are applicable to the contract and are issued with this tender document and will form part of the Contract Documents as Volume 4.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DRAWING NUMBER	DRAWING TITLE
<u>Stormwater</u>	
1773-T-C-001	General Layout
1773-T-C-002	Stormwater Longsections
1773-T-C-003	Stormwater Details Sheet 1
1773-T-C-004	Stormwater Details Sheet 2
1773-T-C-005	Project Info Board Sheet 1
1773-T-C-006	Project Info Board Sheet 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORK

C3.3: PROCUREMENT

Contractor

Witness 1

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Employer

Witness 1

Witness 2

PART C3.3: Procurement

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C3.3.3	Attendance on subcontractors	C3 - 136

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.1 Preferential Procurement

Tenders will be evaluated in terms of the criteria and selected method included in Part T1.2: Tender Data.

C3.3.2 Subcontractors

The Contractor shall not subcontract more than 5 % of the value of the contract to subcontractors that do not have an equal or higher B-BBEE status level than the Contractor, unless such subcontractors are exempted micro enterprises that can demonstrate to the satisfaction of the Employer's Agent that they have the capability and ability to execute the subcontract works. The Contractor is encouraged to make use of local emerging subcontractors.

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities, and where the work is to be executed/supplied by sub-contractors/suppliers then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

- Where monetary allowances for provisional sums or prime cost items allowed and the monetary allowance is less than R200 000.00, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers, the selection of which shall be in consultation with, and to the approval of the Employer's Agent, for the required work or items.
- Where these monetary allowances exceed R200 000.00 an open tender process will have to be followed in respect of a subcontractor for this work, unless otherwise advised and approved by the Employer. In such cases where a tender process is to be followed, the tender will be issued by the Employer's Agent on behalf of the Contractor.

The quotes shall include full technical descriptions as well as a breakdown of prices, which shall be submitted to the Employer's Agent for approval.

The evaluation of the quotation received must include a preference points system as described in C3.11 of the Standard Conditions of Tender.

C3.3.3 Attendance on subcontractors

Approval given in terms of subcontracting shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any Sub- Contractor or any of his employees.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORK

C3.4: CONSTRUCTION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C3.4: Construction

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4.1 WORKS SPECIFICATIONS

3.4.1.1 APPLICABLE SANS 1200 STANDARDS

Although not bound in or issued with this document, the following standardised specifications shall form part of the Contract, and, notwithstanding the provisions of clause 2.2 SANS 1200A, the editions specified below will apply:

SANS 1200A	1986	General
SANS 1200C	1982	Site Clearance
SANS 1200D	1990	Earthworks
SANS 1200DB	1989	Earthworks (Pipe Trenches)
SANS 1200DK	1996	Gabions and Pitching
SANS 1200LB	1983	Bedding (Pipes)
SANS 1200LE	1982	Stormwater Drainage

3.4.1.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

No other standards than those mentioned in 3.4.1.1 above are deemed to be applicable.

3.4.1.3 PARTICULAR / GENERIC SPECIFICATIONS

In certain instances, the Standard Specifications listed in 3.4.1 above allow a choice to be specified in the Scope of Work between alternative materials or methods of construction. Allowance is also made for additional requirements to be specified to suit each particular contract. Details of such alternatives or additions are contained in this part of the Scope of Works. In addition, it contains some supplementary specifications required for this particular contract. Sub-clauses referred to are those in the relevant Standardised Specification.

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

3.4.1.4 CERTIFICATION BY RECOGNIZED BODIES

Not applicable to this contract.

3.4.1.5 AGREEMENT CERTIFICATES

Not applicable to this contract.

3.4.2 PLANT AND MATERIALS

3.4.2.1 PLANT AND MATERIALS SUPPLIED BY THE EMPLOYER

No “free issue” plant and materials will be incorporated in this contract.

3.4.2.2 MATERIALS, SAMPLES AND SHOP DRAWINGS

It is a requirement of this contract that all commercial/imported materials to be built into the Works be inspected and approved by representatives of the Employer and the Employer’s Agent to ensure adherence to the specifications. Samples of all materials will be required to be presented to the Employer’s Agent’s Representative (RE) on site for approval. Materials built into the permanent works without prior approval of the RE may be ordered to be removed and replaced with approved materials. Such inspections and approvals may include but are not limited to the following:

- Road and layer works materials
- Imported earthworks materials

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- All pipe materials and related pipe fittings and pipe specials
- Manhole lids and covers

3.4.3 CONSTRUCTION EQUIPMENT

3.4.3.1 REQUIREMENTS FOR EQUIPMENT

There are no minimum requirements for any of the construction equipment other than those stated elsewhere in these specifications.

3.4.3.2 EQUIPMENT PROVIDED BY THE EMPLOYER

No construction equipment will be provided by the Employer.

3.4.4 EXISTING SERVICES

3.4.4.1 KNOWN SERVICES

Prior to commencing work, the Contractor shall confirm with all Authorities and Departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary wayleaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

The Employer will make available all information relating to known services within the site boundaries and the immediate vicinity prior to the start of the construction of the works. The Contractor will be expected to expose and detect the location of such known services in all locations where they may interfere with the construction of the Works. Where such known services are located, the Contractor will be expected to mark and keep accurate records of the location and depth of services. The Contractor must provide the complete set of records to the Employer's Agent and highlight deviations from the Employer's as-built records. The Employer's Agent will then determine if any amendments are required to the design.

3.4.4.2 TREATMENT OF EXISTING SERVICES

The Contractor will be required as part of this contract to connect all piped services to the existing surrounding infrastructure. Where outages to sections of the water and sewer networks are required, the Contractor is expected to apply to the Employer for such outages in a timeous manner. Connection to any of the existing services will be done strictly according to the requirements of the municipality.

3.4.4.3 USE OF DETECTION EQUIPMENT FOR THE LOCATION OF UNDERGROUND SERVICES

Where exposure of existing services by hand excavation is not feasible it is expected that the Contractor will acquire and make use of appropriate detection equipment. Costs for the purchase and/or hire of basic cable route and pipe flow detection equipment is assumed to be included in the contract rates. No additional payment will be certified should the use of such equipment be required.

3.4.4.4 DAMAGE TO SERVICES

The Contractor will be held liable for damage to all known services and services where the location can be reasonably predicted. If an underground service is located within 2m (in all directions) of the position shown on as-built records, it will be deemed to be a known service. Damage to unknown services will be the responsibility of the Employer.

3.4.4.5 REINSTATEMENT OF SERVICES AND STRUCTURES DAMAGED DURING CONSTRUCTION

The reinstatement of services and structures damaged by the Contractor during Construction will be the responsibility of the Contractor, unless the service or structure to be reinstated is of a specialised nature. Reinstatement of specialised services and structures will be done by the Employer for the Contractor's account. Approval from the RE to be sought before commencing with any reinstatement or repair of services and structures.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.4.5 SITE ESTABLISHMENT

3.4.5.1 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

The Employer will be responsible for providing electricity to the Contractor. Electricity will be provided via a metered supply which will be for the Contractor's account. The Contractor will be responsible for the application to the municipality for an electrical site connection. Any costs related to such application and connection will be deemed to be included in the Contractor's site establishment contract rates.

Due to the critical water shortages experienced in the Western Cape, there will be no metered potable water supply available at the site, unless otherwise confirmed by the Employer at tender stage. The Contractor will have to allow for the collection of treated effluent from the nearest Waste Water Treatment Works. Any costs related to the application for and collection of treated effluent including fuel, transport, charges at WWTW plant etc. will be deemed to be included in the contract rates. If there are any other sources of water available on site in the form of rivers, streams, fountains or groundwater, this needs to be approved by the Employer's Agent before making use of such source. The Contractor should allow for testing of effluent water quality prior to use in the works, unless regular testing of effluent water is being done by the Employer at the source of collection. Such results to be provided to the RE for approval prior to such water being used in construction of the works.

The Contractor must assume that a potable water connection will also not be available for the site camp and labourers and must make alternative arrangements for this.

Water required for mixing of concrete must be of potable standard and the Employer's Agent will not allow the use of treated effluent for these purposes. The Contractor will be required to arrange water trucks for water delivery to site for concrete items of work.

3.4.5.2 FACILITIES PROVIDED BY THE CONTRACTOR

The Contractor will be expected to provide the following services and facilities on site:

- Telecommunication services for use by Contractor and the Employer's Agent's Representative -Internet, data and cell phone/airtime.
- Ablution facilities
- First aid
- Office, workshop and construction camp facilities
- All security staff employed by the contractor on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSIRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.5.3 STORAGE AND LABORATORY FACILITIES

The contractor shall be responsible for his own storage facilities and security thereof. At this stage no laboratories would be required on site as all quality control testing must be done by an accredited testing facility.

3.4.5.4 OTHER FACILITIES AND SERVICES

Other temporary facilities necessary for providing the works which are not provided by the Employer are as follows:

- Telecommunications for all site staff including the RE
- Security services as described elsewhere in this document
- Medical and first aid facilities for all persons visiting or working on the construction site.
- Fire protection services for all activities related to the construction of the works.
- Waste disposal of all construction waste generated by the Contractor
- Temporary sanitation/toilet facilities on site as required by applicable legislation. Separate facilities required for males and females where required.

3.4.5.5 VEHICLES AND EQUIPMENT

The following facilities and equipment will be provided by the Contractor for the exclusive use by the RE:

- One furnished office with a minimum floor area of 12m2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The office mentioned above to be equipped with a 12000BTU air conditioner in working order
- Basic survey equipment and 2 survey assistants at no charge as reasonably required by the RE
- A3/A4 printer, photocopier and scanner
- Microwave and refrigerator
- The RE will make use of his/her own cellular phone. The cost of telephone calls and internet usage/subscription will be claimed **by the Contractor under the relevant payment item and reimbursed directly to the RE.**

3.4.5.6 ADVERTISING RIGHTS

Should the Contractor wish to erect any signage or display any advertisements within the site other than the approved contract nameboard, it may only be done with the prior written approval of the Employer.

3.4.5.7 NOTICE BOARDS

The Employer or the Employer's Agent will provide the Contractor with a design for the manufacture of the contract nameboard/s. Payment for such nameboard/s will be claimed by the Contractor under the relevant payment item. The nameboard/s will have to be erected at the commencement of the works on site and will need to be maintained in good condition for the duration of the contract period. The exact position for the installation of the nameboard/s will be pointed out to the Contractor by the Employer.

The nameboard/s will be removed and disposed of by the Contractor at the conclusion of the defect's liability period. The cost for such removal and disposal needs to be included in the tendered rate allowed for the nameboard/s in the contract bill of quantities.

3.4.6 SITE USAGE

The contractor will be allowed to work within the site boundaries. The areas where special precautions must be taken and/or working permission to be obtained, will be pointed out on site by the RE on site or the Client Representative / Project manager. Any work done outside the allowable area without prior written permission can lead to penalties.

3.4.7 PERMITS AND WAYLEAVES

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits. The Contractor shall ensure that all wayleaves, permissions and permits are current and kept on site and are available for inspection by the relevant service authorities on demand. The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor will be required to confirm the position and levels of all existing services and connection points to the surrounding pipe and road reticulation networks. Where materials differences in levels and/or position of services are discovered the Contractor needs to inform the Employer's Agent immediately so that the necessary changes can be made to the layouts and design levels.

3.4.9 INSPECTION OF ADJOINING PROPERTIES

The contractor will be required to inspect, with the owners, the various properties bordering on the construction site and record any pre-existing damage or defects to buildings, structures, roads or pipes. Accurate records need to be kept by the Contractor in the event that claims are received from neighbouring property owners for damages to their property.

3.4.10 WATER FOR CONSTRUCTION PURPOSES

Due to the critical water shortages experienced in the Western Cape, there will be no metered potable water supply available at the site, unless otherwise confirmed by the Employer at tender stage. The Contractor will have to allow for the collection of treated effluent from the nearest Waste Water Treatment Works. Any costs related to the application for and collection of treated effluent including fuel, transport, charges at WWTW plant etc. will be deemed to be included in the contract rates. If there are any other sources of water available on site in the form of rivers, streams, fountains or groundwater, this needs to be approved by the Employer's Agent before making use of such source. The Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

should allow for testing of effluent water quality prior to use in the works, unless regular testing of effluent water is being done by the Employer at the source of collection. Such results to be provided to the RE for approval prior to such water being used in construction of the works.

Water required for mixing of concrete must be of potable standard and the Employer's Agent will not allow the use of treated effluent for these purposes. The Contractor will be required to arrange water trucks for water delivery to site for concrete items of work.

3.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Employer's Agent will provide the Contractor with survey benchmarks upon the contract commencement date. The Contractor will be expected to use these benchmarks as the basis for all survey control and the setting out of the works. The Contractor will assume full responsibility for the accuracy of their setting out of the works. The RE will do regular inspections on site to confirm the accuracy of the setting out of the works. The Contractor will be expected to make the necessary staff and equipment available to the RE for such inspections. Any portions of the work found to be outside of the relevant tolerances as specified will have to be redone at the Contractor's cost.

3.4.12 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.13 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on behalf of the Department or at any Departmental property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C3: SCOPE OF WORK

C3.5: Management

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3.5: Management

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.5.1 CONSTRUCTION PROGRAM AND METHODS

The Contractor shall programme the works.

The Contractor shall indicate in his construction programme, the number of construction teams he envisages will be required including the date when each team will start, chainage where each team will commence from and the estimated period for which each team will be engaged.

Construction methods must be of such nature that no property or life on site or adjacent to the works is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

All open excavations on site must be clearly demarcated and safeguarded before it is left overnight, during weekends and on public holidays. All excavations shall be backfilled and finished to the complete satisfaction of the Engineer.

The Contractor shall program separately for the detection, exposing and modification of existing services at the start of the contract at least fourteen (14) days prior to the proposed crossings. The position and levels thereof must be recorded and forwarded to the Engineer so that any adjustments to the design can be made if necessary. No extension of time arising out of any delay in completing this work will be considered.

The Contractor shall submit within two (2) weeks after site-handover to the Engineer an updated construction program indicating all construction activities, phasing, handing over of sections, resources, timelines, monthly expenditure and critical path with specific reference to criteria in C3.5.1 for the duration of the construction period indicated for approval. The Contractor will not be allowed to commence with any work before this program has been agreed upon and approved by the Engineer.

The Contractor himself is responsible for liaison and the necessary arrangements with property owners, relevant local and road authorities, Eskom, Telkom and Neotel in respect of service crossings and the finalisation and approval of the works program.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

The Contractor shall record progress against the program. The Contractor shall draw the Engineer's attention immediately to any activities that fall behind program and shall inform the Engineer how he proposes to get back on program. Progress meetings shall be held monthly on site.

The Contractor himself is responsible for liaison with property owners with regards to the programming of construction activities through private properties and the crossing of access ways to properties at least fourteen (14) days before such construction activities commence. No additional payment will be made in this regard.

Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the preliminary and general items.

C3.5.2 QUALITY PLANS AND CONTROL

The Contractor shall have a well-documented Quality Assurance system depicting his approach to guarantee quality control and the procedures for preventative and corrective actions in order to ensure compliance with the specified standards and requirements of this contract.

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C3.5.3 PRODUCTS AND MATERIALS USED

All products and materials used that forms part of the permanent works of this contract shall comply with the applicable SABS standards.

C3.5.4 RECORDING OF WEATHER

The Contractor shall erect a rain gauge on site within one week of site establishment or agree with the Engineer to use statistics from an approved weather station in the area.

The Contractor shall record any rainy and windy periods which may adversely affect the contractual time of completion in terms of Clause 5.12 of the General Conditions of Contract (2015).

C3.5.5 FORMAT OF COMMUNICATIONS

All communications regarding the contract shall be channeled through the Engineer and/or his duly authorized representative.

The Contractor shall supply a site instruction book (triplicate) which must be available on site at all times. The site instruction book forms part of the official contract documentation.

A "Progress Report", "Labour on Site" and "Plant on Site" must be submitted at each site meeting.

C3.5.6 MANAGEMENT MEETINGS

Management (site) meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Technical meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract.

Management meetings will be arranged by the appointed Environmental Control Officer (ECO) for the duration of the contract.

C3.5.7 PAYMENT CERTIFICATES

The date of measurement of the monthly payment certificate will be agreed at the first site meeting. All quantities must be agreed with the Resident Engineer/Clerk of Works before a payment certificate is submitted.

C3.5.8 EXISTING SERVICES

C3.5.8.1 Known services

The positions of existing services, insofar as they are known, are shown on the drawings. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The contractor shall take whatever precautions are required to protect these services from damage during the period of the contract.

C3.5.8.2 Treatment of existing services

The treatment of existing services, i.e. their termination, diversion of continued use, either temporarily or permanently, if required, is shown on the relevant drawings. Any services encountered on site which are not shown on the drawings, must be pointed out to the Engineer. The Engineer will issue further instruction with regard to the treatment of these services.

C3.5.8.3 Use of detection equipment for the location of underground services

Specialist equipment for the detection of underground services shall only be used or hired on instruction of the Engineer.

C3.5.9.4 Damage to services

If **existing** services are not shown on the drawings but the existence thereof can be reasonably expected, the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "Record" drawings.

C3.5.8.5 Reinstatement of services and structure damaged during construction

The requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services, etc. will be discussed at the first meeting (site hand-over).

C3.5.9 SITE ESTABLISHMENT

C3.5.9.1 Services and facilities provided by the Employer

(i) Source of Water Supply

The Contractor may make application to the Local Authorities for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

(ii) Source of Power Supply

The Contractor is to make his own arrangements with the Electrical Service Provider for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

(iii) Location of Site Camp, Materials Storage and Temporary Stockpiling Area

The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.

The Contractor shall confine his camp and storage of materials to the designated areas. On completion of the construction works the surface of the areas utilised shall be re-instated to the original state.

C3.5.9.2 Facilities provided by the Contractor

(i) Temporary Offices

As detailed elsewhere in this document.
Site meetings will be held in the Contractor's site office.

(ii) Sanitary facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.
Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

(iii) Telephone facilities

No telephone facilities are required for the Engineer.

(iv) Housing for Contractor's employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.9.3 Storage and laboratory facilities

No storage and laboratory facilities are required on site.

C3.5.9.4 Other facilities and services

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing for his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted.

C3.5.9.5 Advertising rights

The Contractor will be permitted to erect a maximum of two (2) of his own name boards in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

C3.5.9.6 Notice boards

The name board required shall be as detailed on Standard Drawing in the tender document under Part C5.

C.3.5.10 PERMITS AND WAY LEAVES

The Contractor shall obtain the necessary permits and wayleaves from the relevant authorities before any construction work may commence. The Employer/Engineer will provide the necessary drawings for the application of the permits and wayleaves.

The Contractor must allow in his preliminary and general rates for the costs to obtain the permits and wayleaves, as well as in his construction programme.

C3.5.11 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor must familiarise himself of the position of all existing services and structures and report any discrepancies or services not shown on the drawing to the Engineer.

The Contractor must verify the list of benchmarks shown on the drawings for the setting out of the works, and confirm their correctness in the Site Instruction Book.

C3.5.12 INSPECTION OF ADJOINING PROPERTIES

If necessary, the adjacent properties or existing services within the site must be inspected with representatives of the relevant authorities before commencing with the works. The Contractor must also take photographs of all existing services, streets and structures in the residential area. Special care should be given to private property.

C3.5.13 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of work, the Contractor is to liaise with the Engineer to establish exactly the status of all boundary pegs in the Township. The position of all erf pegs found will be recorded on a marked-up print of the Township.

The Engineer will issue instructions on alterations, additions, extensions and modifications to existing works if necessary.

C3.5.14 FEATURES REQUIRING SPECIAL ATTENTION

C3.5.14.1 Safety regulations

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SABS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)" and Specifications bound into this document.

The Contractor shall apply suitable proven methods for construction complying with the OHS Act so that his activities will not constitute a hazard to his work force, the public or any adjacent property. All excavations shall be suitable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe.

The camp and construction site will be locked after hours to ensure safety of passers-by. No additional payment will be made to the Contractor for complying with these requirements.

C3.5.14.2 “Record” drawings

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The Contractor must submit this information monthly with his payment certificate to the Engineer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer at no cost. The actual position and depth of any future connections, as well as any previously unknown existing services shall also be provided.

The completion certificate shall only be issued after the Engineer has received a properly completed set of “record” drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the relevant items.

C3.5.14.3 Finishing and tidying

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

C3.5.14.4 Work considered to be labour based (labour extensive)

It is a condition of this contract that the following components of work must be executed using labour based construction methods.

- Excavation of trenches in soft material;
- Laying and joining of all pipes with a nominal diameter of 600 mm or less;
- Stormwater manhole construction;
- Backfilling of all trenches with compaction excluded;
- Placing and finishing of concrete of small concrete for small concrete works;
- Fencing work;
- All cleaning and finishing off.

Note:

The above-mentioned work must be done by local labourers employed by the Contractor, except for key personnel.

In the Schedule of Quantities, the cost of a compulsory labour- based construction activity is covered by using the standard SABS 1200 payment item with no additional extra-over payment item to cover the additional cost of using labour-based construction methods.

C3.5.14.5 Community Liaison Officer (CLO)

The Contractor must employ on a full-time basis a Community Liaison Official for the entire duration of the contract to act as a link between the Contractor, the labourers and the local community. The CLO will be nominated by the Project Steering Committee. The remuneration of the CLO is calculated at a fixed rate per hour determined by the Project Steering Committee for an average 8-hour working day over the full duration of the project.

The primary task of the CLO will be the recruitment of labourers according to the labour list and the management of labour relations with the assistance of the Project Steering Committee.

The Community Liaison Officer’s duties will be:

- a) To be available on site during normal construction working hours.
- b) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- c) To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he/she will attend site meetings to report on the local community labour involvement.
- d) To identify, screen and nominate labour from the labour pools provided by the community in accordance with the Contractor's requirement.
- e) To inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform local labourers timeously when they will be relieved.
- f) To attend disciplinary proceedings and to ensure that hearings are fair and reasonable.
- g) To keep a daily written record of his/her interviews concerning community liaison.
- h) To keep a daily written report of all local labour used on the project.
- i) To meet with the Project Steering Committee on a monthly basis before the monthly project progress meeting and report back to the project team all items raised in the Project Steering Committee meeting.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A

PRO-FORMA REQUEST FOR INFORMATION (RFI) FORMAT

REQUEST FOR INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT: RFI ref.no.

REQUEST DATE:

FROM:

TO:

COMPANY:

COMPANY:

Involved Disciplines		Reason for Request		Action Required	
☐ Architect	☐ Fire Consultant	☐ Insufficient information	☐ Clarification		
☐ Structural Engineer	☐ Telecommunication & Data	☐ Incorrect Information	☐ Direction		
☐ Civil Engineer	☐ Project Manager	☐ Engineering Conflict	☐ Approval		
☐ Electrical Engineer	☐ PQS	☐ Alternative Proposal	☐ Other:		
☐ Mechanical Engineer		☐ Other:			
☐ Other:					

Probable Effect			
☐ Additional time requested	☐ Decrease in time	☐ No time impact	☐ To be determined
☐ Additional Cost Impact	☐ Reduced Cost Impact	☐ No Cost Impact	☐ To be determined
☐ Other (specify):			

QUESTIONS / CONCERNS (Requester)

Detailed description of request:

Suggestion:

Respond not later than:

RESPONSE

☐ Approved ☐ Not approved ☐ Issue revised drawing(s) ☐ Issue Method Statement

☐ Cost Implication approved ☐ Cost Implication not approved ☐ Other:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORK

C3.6: SPECIFICATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3.6: Specifications

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PART C3: SCOPE OF WORK

C3.6.1: STANDARD SPECIFICATIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.6.1: **Standard Specifications**

APPLICABLE STANDARDIZED SPECIFICATIONS

For the purposes of this contract, the following SANS 1200 Standardized Specifications for civil engineering construction shall apply:

SABS 1200	A	:	General (1986)
SABS 1200	C	:	Site clearance (1982)
SABS 1200	D	:	Earthworks (1990)
SABS 1200	DB	:	Earthworks (Pipe Trenches) (1989)
SABS 1200	DK	:	Gabions and Pitching (1996)
SABS 1200	LB	:	Bedding (pipes) (1983)
SABS 1200	LE	:	Storm water drainage (1982)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.6.2

VARIATIONS AND ADDITIONS TO THE SANS STANDARDIZED SPECIFICATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6.2: VARIATIONS AND ADDITIONS TO THE SANS STANDARDIZED SPECIFICATIONS

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification.

STATUS

In the event of any discrepancy between the project specifications and a part or parts of the SANS 1200 Standardized Specifications, the schedule of quantities or the drawings, the project specifications shall take precedence.

The following variations and additions to the following SANS 1200 standardized specifications listed in C3.6.1 are given as follows:

SABS 1200	A	:	General (1986)
SABS 1200	C	:	Site clearance (1982)
SABS 1200	D	:	Earthworks (1990)
SABS 1200	DB	:	Earthworks (Pipe Trenches) (1989)
SABS 1200	DK	:	Gabions and Pitching (1996)
SABS 1200	LB	:	Bedding (pipes) (1983)
SABS 1200	LE	:	Storm water drainage (1982)
SABS 1200	G	:	Concrete (Structural)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PSA **General**

PSA 2.4 Interpretations: Abbreviations

Add to subclause 2.4(b):

“The acronym ‘MAMDD’ referred to throughout the document stands for Modified AASHTO Maximum Dry Density.”

Add after subclause 2.4(b):

“References to South African National Standards or SANS shall be interpreted as references to South African Bureau of Standards or SABS and the two terms are used interchangeably.”

PSA 3.4 Materials: Quality

Substitute the second sentence of subclause 3.1 with:

“Materials shall bear the official mark of the appropriate standard”

Add to the end of the clause:

“The Contractor is responsible for the cost of all testing to ascertain that materials do comply with the specific minimum requirements of the applicable standards. No additional payment will be made for such verification tests.

PSA 5.1 Construction: Survey

Substitute the first paragraph in subclause 5.1.1 with the following:

“Setting out the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on construction drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancies must be immediately reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies not reported shall be the sole responsibility of the Contractor. “

PSA 5.2 Construction: Watching, Barricading, Lighting and Traffic Crossings

Substitute the first paragraph in subclause 5.1.1 with the following:

“Setting out the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on construction drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancies must be immediately reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies not reported shall be the sole responsibility of the Contractor. “

PSA 5.4 Construction: Protection of Overhead and Underground Services

Add the following after the first sentence:

“Although the services are indicated on the drawings, the Contractor will be responsible for locating the services on site using a cable detection device.”

Substitute A 5.4 with the following:

As the first activity of the Works and after the instruction to commence with the Works has been issued, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by a competent contractor to be present on, under, over or within the Site.

All services indicated on all wayleaves (obtained by Contractor, the RE to be informed at all times of the progress by the Contractor) and pointed out on site by the local authority will be opened up and surveyed (level, invert, diameter and coordinates). These services include (but is not limited to) sewer, water, stormwater, electrical ducts, telecommunications ducts etc. These

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
---	--	--	---	--	--

services will be reported to the Engineer 10 days before these services will delay the Contractor. The Contractor must therefore open all existing services and report them to the Engineer, 10 working days before the Practical Completion date and/or the Due Completion date, is affected. No claim will be considered for any delays if the Contractor did not follow protocol. This protocol must be clearly indicated on the initial and all adjusted construction programmes together with the time required by the Contractor to open all existing services. The Contractor must allow for at least 20 working days to open and expose the existing services. Any financial and time implications due to failure to timeously report to the Engineer will be for the Contractors account. Therefore, the protocol that must be indicated on the programme is as follows:

The 10 days, as per sequence number 3, is identified as float in terms of Clause 5.6.2.4 of the GCC 2015 (3rd Edition) and may only be used on prior approval by the Engineer. These 10 days must be programmed as a single bar item/activity, in the initial programme and subsequent adjusted programmes, as the immediate predecessor to normal climatic conditions and on the critical path of the programme.

SEQUENCE OF PROTOCOL OF EXISTING SERVICES		
1	2	3
Open and Locating Existing Services	Report All existing services to the Engineer	Time before Practical Completion date and/or Completion date is affected
At Least 20 working days	1 working day	10 days

Without *in any way* limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.12.2 of SANS 1200 D (as amended) shall apply.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay and within the time period stated above.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated,
- b) and (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause, The Contractor shall also be liable for (or consequential damage in regard to (a) and (b), whether caused directly by the Contractors operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of this costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractors other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PSA 5.5 Dealing with water on works

Add the following:

“All work must be protected against flooding and damage by water (storm water, groundwater etc) and the Contractor's prices will be held to include for such protection and for any rectification that may be required (including drying out of material or layer works or any consequential losses, slow progress, deviations, cofferdams, sumps, well point, labour and pumping of water). Care shall be taken that a free passage for water is maintained in all gutters and waterways.

Special precautions shall be taken by the Contractor not to change existing conditions by leaving spoil in waterways or by diverting water onto private property. The Contractor shall make good any damage and shall settle all claims at his own expense in the event of flooding of private or public property occurring through waterways being obstructed by his operations or through the effect of any other of his acts or omissions. The Contractor shall be responsible throughout the duration of the Contract, inclusive of the Defects Liability Period, for the implementation and maintenance of all soil erosion preventative measures necessary to protect any pipeline and the properties through which it passes and land utilised by the Contractor during the Contract from any adverse effects of soil erosion, settlement, scour, etc, resulting from the contract works.

Notwithstanding the types and quantities of anti-erosion measures executed by the Contractor, whether ordered by the Engineer or not, and notwithstanding the maintenance work performed on these works, the Contractor shall be responsible for repairing and remedying at his own cost all settlement in the trench or elsewhere, all erosion of the trench, of the working area and adjacent to it, and on any other areas occupied or used by him during the course of the Contract, all wash-away, scour at waterways, deteriorating of anti-erosion works and any other damage.

He shall, therefore, be free to carry out at his own expense, such additional compaction of the backfill and such other anti-erosion or other works as, in his opinion, will reduce his restoration and repair work during the Contract Period including the Defects Liability Period and shall provide therefore in his Tender. Unless otherwise allowed for in the Schedule of Quantities, the Contractor shall be responsible for all costs in dealing with water and must therefore allow for such costs in his tendered rates.”

PSA 6.2 Tolerances: Degree of Accuracy

Degree of Accuracy II is applicable.

PSA 7.1.1 Testing: *Principles: Checking*

Add the following:

“For compaction tests, the Contractor shall carry out a minimum of one compaction test for every 300m³ of subgrade material processed and for every 1500m² of subbase and base course material placed. Asphalt cores will be taken every 1000m² per layer for density testing.

The Contractor shall test compaction density on all pipe bedding and backfill in trenches at least once for every 20m of each layer placed and compacted. The tendered rates for each of the relevant items shall include the costs of all such control testing and no additional claims shall be considered in this regard. Should the control testing arranged by the Contractor not meet the requirements of the specification, the Engineer shall have the right to conduct all such tests at the Contractor's expense and on his behalf. In this case, the Engineer shall be given 72 hours of notice when testing is required. No claims shall be considered in respect of delays resulting from such testing.

The Engineer may from time to time carry out his own check tests on the work performed by the Contractor. Should such tests show the Contractor's control testing to be such that the quality of the Contractor's work can be called into question, the Engineer may order further check tests to be carried out on work already completed. All costs associated with such subsequent checks shall be for the Contractor's account.

PSA 7.4 Testing: *Statistical Analysis of Control Tests*

Substitute clause 7.4 with the following:

“Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.”

PSA 8.2.2 Payment: *Time-related Items*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following:

"The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of an extension to the Contract:

$$\text{Sum of tendered amounts for all time related item} \times \frac{\text{Extended contractual period}}{\text{Tendered contract period}}$$

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PSA 8.3.2.1 Facilities for Engineer: e) Internet service

Add new item:

The Contractor will be responsible for providing the Resident Engineer with Wi-Fi internet services to his/her site office for the duration of the contract. Internet must be off a reliable source and a minimum of 10Mbps line speed must be provided.

PSA 8.3.3 Scheduled Fixed Charge and Value Related Items: Other Fixed Charge Obligations

Add the following:

"The Contractor will be responsible for obtaining all relevant wayleaves from all relevant bodies before commencing works. The costs, overheads and profits for obtaining wayleaves and liaising with relevant authorities will be deemed to be included in the rate tendered for this item. In addition, the Contractor will be solely responsible for obtaining these wayleaves and no claims for extension of time will be entertained in the event of works being stopped due to wayleaves not being obtained."

PSA 8.4 Scheduled time related items

Add the following payment items:

PSA 8.4.6 Contractor's obligation in respect of Health and Safety.....(SUM)

The tendered sum shall include full compensation for compliance with the requirements of the OHS Act, Regulations and the Construction Health and Safety specifications for the full duration of the Contract. The sum will be paid to the Contractor in equal monthly payments subject to compliance.

PSA 8.4.7 Contractor's obligation in terms of Environmental Management.....(SUM)

The tendered sum shall include full compensation for compliance with the requirements of the Construction Environmental Management Plan and other applicable Environmental legislation for the full duration of the Contract. The sum will be paid to the Contractor in equal monthly payments subject to compliance.

PSA 8.4.8 a) Standing time costs: Plant.....(DAY)

The item above will cater for all associated costs relating to standing time charged by the Contractor for Plant. This rate does not refer to singular items of plant, but the entire fleet of plant (worst case scenario) to be used during construction at any time.

PSA 8.4.8 b) Standing time costs: Labour.....(DAY)

The item above will cater for all associated costs relating to standing time charged by the Contractor for Labour. This rate does not refer to single labourers, but the entire labour force to be used during construction at any time.

PSA 8.4.8 c) Standing time costs: Other resources (to be specified by the Contractor.....(DAY)

The item above will cater for all associated costs relating to standing time charged by the Contractor for any other resource not allowed for in (a) and (b). Should a rate be provided for this item the Contractor needs to specify the resource.

PSA 8.5 Sums Stated Provisionally by the Engineer

Add the following payment items:

PSA 8.5 c) Cost of calls in connection with the contract administration by the Engineer's Representative
.....(PROV SUM)

PSA 8.5 d) Overheads, charges and profit on (c) above.....(%)

PSA 8.5 e) Material testing by commercial laboratories if required by the Engineer.....(PROV SUM)

PSA 8.5 f) Overheads, charges and profit on (e) above.....(%)

PSA 8.5 k) Monthly remuneration of Community Liaison Officer.....(PROV SUM)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.5 l) Overheads, charges and profit on (g) above.....(%)

PSA 8.7 Daywork

Add the following payment items:

Labour:

PSA 8.7 a) Unskilled labour.....(HOUR)

PSA 8.7 b) Semi-skilled labour.....(HOUR)

PSA 8.7 c) Skilled labour.....(HOUR)

The items above (8.7 (a) to (c)) will cover all costs related with the provision of labour in the mentioned categories on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time.

Plant:

PSA 8.7 d) Excavator(HOUR)

PSA 8.7 e) Graders(HOUR)

PSA 8.7 f) Front end Loader(HOUR)

PSA 8.7 g) Rollers(HOUR)

PSA 8.7 h) Pneumatic Rollers(HOUR)

PSA 8.7 i) Trucks (10m³)(HOUR)

PSA 8.7 j) Water Trucks(HOUR)

PSA 8.7 k) Plate Compactor/Rammer Compactor.....(HOUR)

The items above (8.7 (d) to (k)) will cover all costs related to the provision of the various plant resources on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time. It will be assumed that the capacity, specification and size of the plant resources for which rates are provided will be similar to those that will actually be used during the construction of the works. Where possible at tender stage, the specifications of the plant resources should be specified under this item.

PSA 8.8.4 Temporary Works: Existing Services

Add the following:

“Where the Employer or others carries out work which is the responsibility of the Contractor, all costs incurred by the Employer or the third party will be recovered by means of a deduction from the Contractor’s monthly payment.

Where hand excavation around existing services does occur, it shall be measured only if it occurs within 3 m above and on both sides of cables, and within 500 mm above and on both sides of pipes, as well as all excavations underneath the services.

PSAB Engineer's Office (SANS 1200 AB)

PSAB 3.1 Materials: Nameboard

Replace, after the words ‘..., decorating and detail...’ in the first sentence: “with the relevant standard project nameboard drawing as issued by the Engineer.”

PSAB 3.2 Materials: Office Buildings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following after the second paragraph:

"The Contractor shall supply one office for the exclusive use of the Engineer and one for meetings. The Engineers office shall have a minimum floor area of 12m2, and the meeting room shall have a minimum floor area of 13m2."

Substitute sub-paragraph (j) with the following:

"j) provision of an approved 12 000 BTU air-conditioner"

Add the following to C13.2 after the last paragraph:

"In addition, the Contractor must supply basic survey equipment and 2 survey assistants at no charge as reasonably required by the Engineer. The Contractor must supply Site Instruction books as required by the Engineer. The Engineer shall have access to a fax machine and photocopier to be provided by the Contractor. The meeting room shall be furnished with a table and chairs to accommodate 10 people."

PSAB 4.1 Plant: Telephone

Add the following to the last paragraph:

"The Engineer will make use of his/her own cellular phone. The cost of telephone calls and internet usage/subscription will be covered by the Contractor under payment item 8.3.2.1 (b)."

PSAB 5.1 Construction: Nameboards

Add the following to the last paragraph:

"The nameboards shall be erected within one month of acceptance and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within 14 days of damage. No payment shall be made in terms of the contract prior to the erection of these boards. In addition, the Contractor shall be permitted to erect a maximum of two of his own boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not maintained in good condition."

PSAB 5.6 Construction: Survey Equipment

Add the following subclause: 5.6 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- One calibrated automatic level including staff and tripod
- One 5m and one 100m tape measure

The above equipment may, by arrangement, be shared with the Contractor and Engineer's Representative. The Contractor shall keep the equipment continuously insured and shall indemnify the Employer and Engineer and all their agents against any claims for loss, damage or breakage in this regard. The Contractor will keep the equipment in working order and will keep it clean for the duration of the contract."

PSAB 8.1 Measurement and Payment

Add the following:

"All costs, overheads and profits associated with the items listed above (including those specified in the project specifications) are deemed to be included in the rates tendered under SANS1200A (Preliminary and General)."

SC Site Clearance

PSC 8.2.11 Take down and re-erect existing fences

Add the following:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The height and type of fences to be taken down and re-erected are to be identified and determined in detail on site by the contractor and engineer. The fences that are re-erected are to be re-erected to the same condition as they were before being taken down.

Item	Unit
Take down and re-erect existing fences (Height and type of fence to be determined on site).....	m

SD **Earthworks**

PSD 2.3 **Interpretations: Definitions**

Add the following after the description of 'Restricted excavation':

"Where it is required that earthworks be carried out using labour intensive methods, the definition "restricted excavation" shall read "An excavation required to be carried out using only hand tools, or where so permitted in terms of the Project Specification, with restricted plant usage".

Add the following definition before 'Specified Density':

Sand (cohesionless and non-cohesive). For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

PSD 3.1.2 **Materials: Classification for Excavation Purposes: Classes of Excavation**

Please add the following after the last paragraph:

"f) Hand Excavation

The definitions given for soft, intermediate and hard rock excavation under Clause 3.1.2(a), (b) and (c) respectively will not apply to those aspects of the earthworks which must be undertaken by labour intensive methods in terms of the Project Specification, i.e. excavations for all pipelines. For hand excavation, the following classifications shall apply:

"Soft excavation" will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

"Hard rock excavation" will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer can most economically be broken up by blasting before removing the material from the excavation as soft material.

The definition of boulder excavation Classes A & B given under Sub-Clauses 3.1.2(d) and (e) will apply irrespective of whether the earthworks are carried out by labour intensive methods or by any other method."

PSD 4.5 **Plant: Avoiding Quagmire Conditions**

Add the following to Sub-Clause:

"In order to prevent quagmire conditions occurring in the excavations, relatively static plant such as back-actors shall be used combined with hand trimming to complete the excavation to final level. Should the Contractor allow quagmire conditions to develop, he shall, at his own expense, take such steps to rectify the conditions as the Engineer may order."

PSD 5.1.2.2 **Construction: Precautions: Existing Services: Detection, Location and Exposure**

Add the following to Sub-clause 5.1.2.2:

"If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. Exact details of these services will be given to the Engineer. These services must also be indicated on the "As Built" drawings."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PSD 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PSD 5.1.2.4 Negligence

Substitute D 5.1.2.4 with the following:

Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

PSD 5.1.4.1 Construction: Precautions: Nuisance: Dust Nuisance

Add the following to Sub-clause 5.1.4.1

"The Contractor is responsible for dust control and is liable for any claims that may result from dust nuisance during the contract period. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates."

PSD 5.1.6 Construction: Precautions: Road Traffic Control

Add, after the last paragraph, the following:

"During the construction of any works across or along public roads, the Contractor shall, in co-operation with, and in accordance with any instruction from the relevant traffic authorities, take precautions for the protection of the Works and the safety of public and private vehicles and pedestrians in accordance with the requirements of Sub-clauses 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D. Temporary traffic signs shall be erected at all diversions. The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport. Traffic signs shall have a yellow background with either a red / black border. All temporary signs shall be of the type and size required for urban roads, as applicable, as specified in the South African Road Traffic Signs Manual and Chapter 13, Road working Signage : Final Draft (June 1996), Road and Traffic Signs Sub-Committee, SCRA (January 1993)."

PSD 5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal

Add the following to Sub-clause 5.2.2.3:

"Excess materials arising from the excavations shall generally be spread out on the adjacent erven and levelled and shaped in such a manner that the material so spread allows the erven to drain into the road. Material arising from excavations and not utilised in the above manner shall be disposed of at a licensed municipal dumpsite, or in depressions, dongas and erosion gullies as directed by the Engineer. All rates tendered shall be deemed to include any levies or fees payable at such dumpsite."

PSD 5.2.2.4 Construction: Methods and Procedures: Excavation

Add the following Sub-clause:

5.2.2.4 Excavation by hand around existing services. Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PSD 5.2.5 Construction: Methods and Procedures: Transport for Earthworks

Replace sub clause 5.2.5.1 with the following:

"Free haul – all material transported within the boundaries of the site or from a commercial source will be regarded as being hauled under free haul. No overhaul will be paid.

Replace sub clause 5.2.5.2 with the following:

"Overhaul – Transportation of all excavated material beyond the boundaries of the site will be regarded as being hauled under free haul. No overhaul will be paid under this contract. Hauling and transportation costs will be deemed to be included under the relevant payment items.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSD 8.3.2 Measurement and Payment: Scheduled Items: Bulk Excavation..... m³

Add the following after the item description:

“All excavation of material classified under a) Soft excavation and b) Intermediate excavation under clause 1200D 3.1.2 will be paid for under payment item 1200D 8.3.2 a) as amended here. There will be no separate payment item scheduled for intermediate excavation and it will be assumed that the rate tendered for 1200D 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified in 1200D.

PSD 8.3.4 d) Import to fill, material from commercial sources compacted to 90% MOD AASHTO..... m³

Add the following:

“The rate for importation of commercial material (minimum G9 classification or better) shall include all cost of royalties if applicable, acquiring suitable material (minimum G9 classification or better), forming of access, removal of overburden, loading, transportation, offloading at point of placing, removal of access and replacing overburden. The rate also needs to allow for spreading out of material after offloading, watering and compacting of the material in a uniform layer to 90% of MOD AASTHO.

PSD 8.3.11 Measurement and Payment: Scheduled Items: Grassing or Other Vegetation Cover.....m²

Add the following:

“Payment for grassing, hydroseeding and covering with other vegetation of designated areas will be made in stages as follows:

First Payment: When the area has been prepared and planted/seeded, 60 % of the rate tendered per square metre shall be paid.

Second Payment: When the area has been initially accepted by the Engineer, a further 30 % of the rate tendered per square metre shall be paid in respect of the re-measured area which is accepted.

Third Payment: At the end of the maintenance period the outstanding amount will be paid in respect of the actual re-measured area of grass and other vegetation finally accepted by the Engineer for payment.

The rate tendered and paid for shall include full compensation for trimming of existing slopes, supply and spreading of compost and/or manure, preparation of the soil, watering, supply and planting of grass and other vegetation and maintenance of the covered areas, including all labour, supervision, specialist advice, materials, transport, plant, equipment and incidentals necessary to complete the work and bring the covered areas into the condition required for final acceptance, and shall include for any loss due to vegetation failing to establish a satisfactory cover of living vegetation in which gaps larger than 150 mm do not occur.”

PSD 8.3.14 Supply and install bio-degradable jute netting to steep slopes..... m²

The rate shall cover the cost of supplying and staking of the netting to manufacturer’s specifications as well as all establishment and set-up costs and maintenance for the duration of the project.

SDB Earthworks (Pipe Trenches)

PSDB 3.1 Materials: Classes of Excavation

Please add the following after the last paragraph:

“Classification of excavation by mechanical means for measurement and payment shall either be soft excavation or hard rock excavation, notwithstanding the provisions of subclause 3.1 of SANS 1200 D. Intermediate material shall be classified as soft material and will not be measured or paid for separately.

Please add the following after the last paragraph:

The definitions given for soft, intermediate and hard rock excavation under Clause 3.1.2(a), (b) and (c) of SANS 1200D respectively will not apply to those aspects of the trench excavation which must be undertaken by labour intensive methods in terms of the Project Specification, i.e. excavations for all pipelines. For hand excavation,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the following classifications shall apply:

“Soft excavation” will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic

breaking tools or blasting.

“Intermediate excavation” will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer requires breaking by pneumatic or hydraulic means before removing the material from the excavation as soft material.

“Hard rock excavation” will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer can most economically be broken up by blasting before removing the material from the excavation as soft material. “

Please add the following after the last paragraph:

“All excavation of material classified under a) Soft excavation and b) Intermediate excavation above will be paid for under payment item 1200DB 8.3.2 a). There will be no separate payment item scheduled for intermediate excavation and it will be assumed that the rate tendered for 1200DB 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified above.

PSDB 3.5 Materials: Backfill Material

Replace “from trenches” in CI 3.5(a) with:

“...from trenches, channels and/or any other necessary excavations on site”

Replace CI 3.5(b) with:

“All pipe and duct trenches across roadways shall be backfilled with selected material (G7 or higher) from commercial sources.”

PSDB 3.6.1 Materials: Materials for Reinstatement of Roads and Paved Areas: Subbase and Base

Substitute CI 3.6.1 with the following:

“Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or sub-base pavement layer(s) shall be set aside and used in the reconstruction of the sub-base layer. Where applicable, new material complying with the requirements of SANS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the sub-base layer shall be made up by the use of material complying with the requirements of SANS 1200 ME.”

PSDB 3.7 Materials: Selection

Add the following:

“Notwithstanding the above, in terms of which the Contractor has a choice regarding methods of selection, the Contractor must use selective methods of excavation. The Contractor shall selectively remove and separate the suitable material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Sub-clause 6.2 of SANS 1200 D or SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as “unsuitable” material and, if so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

PSDB 4.1 Plant: Excavation Equipment

Add the following:

“All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

for this and all relevant costs shall be deemed to be included in the tendered rates.”

PSDB 4.2 Plant: Control of Water

Add the following:

“One set of dewatering equipment shall consist of pumps, pipes, well points and other equipment necessary for keeping the trenches sufficiently free from water for dewatering of excavations up to 4 m depth and a trench length of 45 m for both sides or 70 m on one side.”

PSDB 5.6.2 Construction: Backfilling: Material for Backfilling

Substitute "from trench excavations" in the first paragraph of CI 5.6.2 with "from trench excavations, channel excavations and/or any other excavations on site"

PSDB 5.6.3 Construction: Backfilling: Disposal of Soft Excavation Material

Replace the first sentence of clause 5.6.3 with the following:

“Excavation material from the trench, which is unsuitable or has become surplus because of bulking, displacement by the pipe and importation, shall be disposed of anywhere within the boundaries of the site. Disposal will be mainly along the trench servitude, but the Engineer may direct that the material be spoiled elsewhere on site to make up deficiency in backfill material or as general fill material on site. Approval to be sought from Engineer prior to disposal.

PSDB 5.7.2 Construction: Compaction: Areas Subject to Traffic Loads

Add the following:

“Backfill of all pipe trenches that fall under roadways shall be compacted to 95% of MAMDD density for cohesive materials and sand backfilling shall be compacted to 100 % of MAMDD density.”

PSDB 5.9.4 Construction: Reinstatement of Surface: Bitumen Roads: Sub-base And Base:

PSDB 5.9.5.1 Add the following:

“Any additional imported material required for the reinstatement of selected layers, sub-base or base shall comply with the requirements of the relevant standardised specifications.”

Construction: Reinstatement of Surface: Bitumen Roads: Surfacing:

Add the following:

“The thickness of the asphalt shall match that of the existing roadway, with a minimum thickness of 30mm.”

PSDB 8.1.2 b) Measurement and Payment: Basic Principles

Replace subclause (b) with the following:

“Separate items will be scheduled for lengths of trench of depths not exceeding certain depths as per the bill of quantities”.

PSDB 8.1.2 c) Measurement and Payment: Scheduled Items: Excavation

Replace the last sentence of subclause (c) with the following:

“The ground surface will be that existing after any bulk excavation has been carried out and before any embankment has been constructed, unless a portion of the embankment has to be constructed in order to achieve an acceptable cover over a pipe that is to be installed, in which case measurement will be made from the level of embankment that produces an acceptable minimum cover over the pipe. The depth of the excavation for measurement and payment purposes will be as specified in Sub-clause 8.1.2 (b).”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PSDB 8.3.2 a) Measurement and Payment: Scheduled Items: Excavation.....(m³)

Insert the following in paragraph three after “excavation,”:

“sourcing of backfill material as specified in 5.6.2,”

Add the following after the last paragraph under subclause (a)):

“The rates for excavation of trenches shall also cover the costs of battering trench sides or providing shoring to trenches as deemed necessary by Contractor in light of his obligations under the Occupational Health and Safety Act.

Where battering of trench side slopes is chosen in lieu of shoring, the rate shall also cover any additional protection of services, replacement of erf pegs or any other additional cost resulting from battering the side slopes.

The depth of excavation in street reserves shall be measured from the final finished level.

In cases where services lay parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

The rate for excavation for subsurface drains shall cover the cost of excavation and spoil of surplus material as described in D5.2.2.3.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal and that fast excavation and backfill will reduce ground water seepage.

All excavation of material classified under a) Soft excavation and b) Intermediate excavation under clause 1200D 3.1.2 will be paid for under payment item 1200DB 8.3.2 a) as amended here. There will be no separate payment item scheduled for intermediate trench excavation and it will be assumed that the rate tendered for 1200DB 8.3.2 a) will allow for both soft and intermediate trench excavation as classified in 1200D.

PSDB 8.3.5 a) Measurement and Payment: Scheduled Items: Existing Services That Intersect or Adjoin a Pipe Trench.....(No)

Add the following to the end of sub clause (a):

“Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. These will be distinguished between existing trunk services and existing erf connection. The rate shall also allow for the following costs: i) Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property. ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner.

Add the following to the end of sub clause (a):

“Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. These will be distinguished between existing trunk services and existing erf connection. The rate shall also allow for the following costs: i) Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property. ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner.

This agreement has to be approved by the Engineer. iii) If such a service is removed, it has to be replaced as per original.” Add the following to the end of sub clause (b): “The unit “number” will only be used for services such as poles and trees. No payment will be made for overhead services that do not rest directly on the ground except where allowance is made for this in the schedule of quantities.

Existing services that rest directly on the ground e.g. poles, walls and structures are handled in the same way as underground services, but the axis of the service will be determined as follows: The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect. The horizontal axis will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining. If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service if approved by the Engineer. These will be distinguished between existing trunk services and existing erf connection.

Add the following item after 1200DB 8.3.6.1 d):

PSDB 8.3.6.1 e) Measurement and Payment: Scheduled Items: Finishing: Reinstate road layerworks up to top of base course level..... (m²)

“The rate tendered shall include all costs associated with the reinstatement of layers as shown on the drawings. The rate tendered shall also include all costs associated with the reinstatement of layers as shown on the drawings. For road surfaces this includes 150mm in-situ material compacted to 100% MAMMD, 150mm G5 subbase compacted to 95% MAMMD and 150mm G4 base compacted to 98% MAMMD. All costs, overheads and profits associated with restoring the road surface and all underling layerworks are deemed to be covered by the rates tendered.”

PSLB Bedding (Pipes)

PSLB 1.1 Scope

Add, after the first sentence, the following:

“This specification also covers the bedding required for electric cables and cable ducts.”

PSLB 3.1 Materials: Selected Granular Material

Replace the clause with the following:

“Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13,2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

The Contractor shall, at least 14 days before commencing bedding operations, submit a sample of the material he intends to use as selected granular material to the Engineer for approval.

Where selected granular material from excavations on site the Contractor shall ensure it conforms to the above requirements.

In very wet conditions and if so, ordered by the Engineer, a non-plastic crushed material with the specification as stated below should be used for bedding cradle.

a) Grading

Sieve size (mm)	% Passing
19,0	100
13,2	84 - 100
9,50	70 - 84
4,75	45 - 65
2,36	29 - 47
1,18	19 - 33
0,60	13 - 25
0,30	10 - 18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

0,15	6 - 13
0,075	4 - 10

b) Crusher value

The aggregate crushing value, calculated at minus 13,2 mm plus 0,5 mm fraction, may not exceed 29.

PSLB 3.2 Materials: Selected Fill Material

Replace the clause with the following:

“Selected fill material will comply with the provisions of SANS 1200LB CI 3.1 as amended”

PSLB 3.3 Materials: Bedding

Replace the first sentence with the following:

“For rigid pipes, Class B bedding will be used throughout.”

PSLB 5.1.4 Construction: General: Compaction

Replace:

“...90% MAMDD” with “93% MAMDD (100% for sand)”.

PSLB 8.1.3 Measurement and Payment: Principles: Volume of Bedding Materials

Add the following:

“The volume of bedding material shall be measured net, and shall exclude the volume occupied by the pipe.”

PSLB 8.1.4 Principles: Separate Items for Cradle and Blanket

Replace the clause with the following:

“No distinction shall be made as regards material for the bedding cradle and selected fill blanket, and the material shall comply with the requirements for material for bedding cradle.”

PSLB 8.1.5 Principles: Disposal of Displaced Material

Add the following:

“All surplus and unsuitable material as described in CI 8.1.5 shall be disposed of as described in SANS 1200D CI 5.2.2.3 and PSD 5.2.2.3.”

PSLE Stormwater Drainage

PSLE 3.1(d) Materials: Culvert Units and Pipes: Skewed Ends

Replace the subclause with the following:

“Where pipe culverts are to be constructed with a skew angle of more than 20°, the skew ends shall be cut on site.”

PSLE 5.2.2 Construction: Bedding and Laying: Pipe Culverts

Add the following:

“All pipes shall be laid on Class B bedding, as specified in SANS 1200 LB. Spigot and socket pipes with rubber ring joints must be used exclusively”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PSLE 8.2.8 Supply and Install Manholes, Catchpits

Substitute LE 8.2.8 with the following:

“The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings. The rate shall cover the cost of excavating and backfilling with approved selected material from site borrow pits, stockpile or commercial sources, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to manholes, catchpits, etc. and of building pipes into the walls of such structures, but not for the cutting of skewed ends.”

Add the following to LE 8.2.8

d) Headwalls:

“The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings. The rate shall cover the cost of excavating and backfilling with approved selected material from site borrow pits, stockpile or commercial sources, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to the headwall, building pipes into the walls of such structures and for the cutting of skewed ends.”

PSLE 8.2 Measurement and Payment: Scheduled Items

Add the following payment items:

PSLE 8.2.15 Supply and Install Subsurface Drains According to Drawings.....(m)

The length shall be measured on the centre line of the completed subsurface drain. The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for backfilling with suitable granular material, compaction, cutting, wasting, overlapping and installing of the materials where applicable.

PSLE 8.2.16 Connecting Subsurface Drains To Manholes, Kerb Inlets, Etc.....(No)

The unit is the number of subsurface drain pipes built in at manholes or kerb inlets. The rate shall cover the cost of all labour, plant and materials necessary to connect the subsurface drain to manholes and/or kerb inlets, and making the structure watertight, all as shown on the drawings.

PSLE 8.2.17 Construct detention pond outlet structure as per detail.....(No)

The rate tendered shall include full compensation for all works associated with constructing the stormwater outlet for the detention pond as shown on the relevant detail. The tendered rate shall include all formwork and concrete, pipe work, excavation, temporary works and all backfill associated with the construction of the outlet. Provision should also be made in this item for approximately 0.25 tons of reinforcing steel per outlet structure.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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DEPARTMENT AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN
STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY,
WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

C4: SITE INFORMATION & SUPPLEMENTARY DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SITE INFORMATION

AREA : PINEVALLEY

MUNICIPALITY : WITZENBERG MUNICIPALITY

DISTRICT : CAPE WINELANDS DISTRICT MUNICIPALITY

GPS COORDINATES: : LATITUDE 33°25'0.29"S

LONGITUDE 19°11'13.74"E



Note: A geotechnical report is included below in Section C7.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE

C5: HEALTH AND SAFETY SPECIFICATIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

HEALTH AND SAFETY SPECIFICATIONS

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Contractor

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Employer

Witness 1

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ANNEXURES

Annexure 1 Appointment letters

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- 1.6 Appointment of Excavation Work Supervisor
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- 1.11 Appointment of Stacking Supervisor

Annexure 2 Notification Templates

- 2.1 Notification for Construction Work

Annexure 3 Identified Health and Safety Hazards

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

1. SCOPE

1.1 Scope of Specification

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2003 of the Occupational Health and Safety Act (Act 85 of 1993).

This specification applies to tunnelling although the minimum requirements for tunnelling are contained in the Mines Health and Safety Act. This specification however does not apply to underground construction at this point in time as covered by the Mines Health and Safety Act, 1996 (Act 29 of 1996) as amended.

1.2 Philosophy

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms of this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist consultants for the preparation and implementation of the same during the construction of the Works.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with top health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain top health and safety on construction.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
- b) Follow-up audits to ensure the implementation of prescribed remedial actions,
- c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
- f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

2. INTERPRETATIONS

2.1 Supporting specifications

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

- a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:

Construction Regulations, 2003,
General Safety Regulations,
General Administrative Regulations, 1996,
Driven Machinery Regulations, 1988,
Electrical Installation Regulations, 1992,
Electrical Machinery Regulations, 1988,
Environmental Regulations for Workplaces, 1987, and
Facilities Regulations, 1990.

- b) Clauses 4.5.2, 4.6, 4.7 and 4.8 of the Contract Data.

2.2 Application

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2003 promulgated on 18 July 2003 in terms of Section 43 of the Act.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.3 Definitions

In the Contract (as defined in clause 1.(1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "Assistant Construction Supervisor" means a competent person appointed in accordance with regulation 6.(2) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (b) "Batch Plant Supervisor" means a competent person appointed in accordance with regulation 18.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (c) "Construction Health and Safety Officer" means a competent person appointed in accordance with regulation 6.(6) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (d) "Construction Supervisor" means a competent person appointed on a full-time basis in accordance with regulation 6.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (e) "Construction Vehicles & Mobile Plant Inspector" means a competent person appointed in accordance with regulation 21.(1)(j) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (f) "Contractor" means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2003.
- (g) "Demolition Work Supervisor" means a competent person appointed in accordance with regulation 12.(1) of the Construction Regulations, 2003, in writing by the Contractor with written notification to the Engineer.
- (h) "Employer's Designer" means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (i) "Contractor's Designer" means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- (j) "Electrical Temporary Installation Inspector" means a competent person appointed in accordance with regulation 22.(d) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (k) "Employer" means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the "Client", in the Occupational Health and Safety Act, 1993 and its regulations.
- (l) "Engineer" means the natural or juristic person or partnership named as the Engineer in the Conditions of Contract and appointed by the Employer to act as the Engineer in terms of this Contract.
- (m) "Engineer's Representative" means the person appointed by the Engineer in terms of Clause 2 of the Conditions of Contract.
- (n) "Excavation Work Supervisor" means a competent person appointed in accordance with regulation 11.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (o) "Explosive Powered Tools Issuer" means a competent person appointed in accordance with regulation 19.(2)(g)(i) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (p) "Fall Protection Developer" means a competent person appointed in accordance with regulation 8.(1)(a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (q) "Fire Extinguisher Inspector" means a competent person appointed in accordance with regulation 27.(h) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (r) "Formwork and Support Work Supervisor" means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (s) "Hazard" means any object, action or condition that can potentially harm the health and safety of persons or property.
- (t) "Hazard Identification" means the identification and documenting of existing or expected hazards.
- (u) "Health and Safety Consultant" means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (v) "Health and Safety Plan" means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (w) "Health and Safety Specification" means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.
- (x) "Health and Safety Representative" means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- (y) "Ladder Inspector" means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
- (z) "Material Hoist Inspector" means a competent person appointed in accordance with regulation 17.(8)(a) of the Construction Regulations, 2003 in writing by the Contractor, with written notification to the Engineer.
- (aa) "Method Statement" means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (bb) "Professional Engineer" means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (cc) "Professional Technologist" means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (dd) "Risk" means the likely occurrence and impact of a hazard.
- (ee) "Risk Assessment" means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (ff) "Risk Assessor" means a competent person appointed in accordance with regulation 7.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (gg) "Safety Agent" means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (hh) "Scaffolding Supervisor" means a competent person appointed in accordance with regulation 14.(2) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (ii) "Stacking Supervisor" means a competent person appointed in accordance with regulation 26.(a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (jj) "Subcontractor" means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (kk) “Suspended Platforms Supervisor” means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

2.4 Duties, responsibilities and liabilities

2.4.1 Principal Parties

This section covers the duties, responsibilities and liabilities of the following principal parties:

Employer
Employer’s Safety Agent
Contractor
Subcontractor
Employer’s Designer
Contractor’s Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2003). The intention of the summary is not to replace the Regulations, but is included for indicative purposes. The liabilities of each party are also shown.

a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2003:

- 4.(1)(a) Prepare health and safety specifications for the Works.
- 4.(1)(a) Provide copies of the specifications to Tenderers or to the appointed Contractor.
- 4.(1)(b) Provide any information to the Contractor that may affect the health and safety of his employees.
- 4.(1)(c) Appoint the Contractor in writing for the Works.
- 4.(1)(d) Take reasonable steps to ensure that the Contractor’s Health and Safety Plan is implemented and maintained on the Works (which shall include monthly audits).
- 4.(1)(e) Stop the Contractor from executing work, not in accordance with, his Health and Safety Plan or which poses a threat to the health and safety of persons.
- 4.(1)(f) Ensure that sufficient health and safety information and appropriate resources are made available to the Contractor when changes are brought about to the design.
- 4.(1)(g) Ensure that the Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 4.(1)(h) Ensure that Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works.
- 4.(2) Discuss and negotiate the contents of the Contractor’s Health and Safety Plan.
- 4.(2) Approve the Contractor’s Health and Safety Plan for implementation.
- 4.(3) On request, make available copies of the Contractor’s Health and Safety Plan to his employees, his Subcontractors and inspectors.
- 4.(4) Satisfy himself on the competencies and resources of the Contractor he intends appointing.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 4.(6) Satisfy himself on the competencies and resources of his Safety Agent should he decide to appoint one.

In terms of Clause 4.6 of the Contract Data, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and Safety Act, 1993 and all its regulations including the Construction Regulations, 2003. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2003 as listed above.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with regulation 4.(5) of the Construction Regulations, 2003, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2003:

- 3.(1)(a) Notify the provincial director in writing of the commencement of the construction works.
- 3.(3) Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.
- 5.(1) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specifications.
- 5.(1) Apply the Health and Safety Plan from the Commencement Date until completion of the Works.
- 5.(2) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
- 5.(3)(a) Provide any Tenderer or Subcontractor with copies of the Employer's health and safety specifications.
- 5.(3)(b) Appoint Subcontractors in writing.
- 5.(3)(c) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
- 5.(3)(d) Stop any Subcontractor from executing Works, not in accordance with, the Contractor's Health and Safety Plan or which poses a threat to the health and safety of persons.
- 5.(3)(e) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Subcontractor when changes are brought about to the design of the Works.
- 5.(3)(f) Ensure that his Subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 5.(3)(g) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.
- 5.(5) Discuss and negotiate the contents of his Subcontractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.
- 5.(5) Approve his Subcontractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 5.(6) On request, make available a copy of his and his Subcontractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
- 5.(7) Open and maintain a record management system regarding health and safety for the Contractors own and Subcontractors' Health and Safety Documentation on the construction site.
- 5.(7) Upon request, make available his health and safety record management system to an inspector, Employer, the Employer's Safety Agent or the Contractor.
- 5.(8) Deliver the health and safety record management system to the Employer upon completion of the Works.
- 5.(9) Ensure that a comprehensive and updated list of all his Subcontractors (including their respective subcontracting agreements) are included in the health and safety record management system.
5. (10) Satisfy himself on the competencies and resources of the Subcontractor he intends appointing.
6. (1) Appoint a construction supervisor.
6. (3) Appoint assistant construction supervisors if required by an inspector.
6. (5) Appoint individual construction supervisors for individual construction sites.
- 6.(6) The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety Agent.
- 6.(7) Provide opportunities to the construction safety officer to provide inputs into the Health and Safety Plan.
- 6.(8) Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.
7. (1) Perform a risk assessment prior to the commencement of any construction work.
7. (2) On request, make available copies of the his/her risk assessment.
7. (3) Consult with the health and safety committee on the development, monitoring and review of the risk assessment.
7. (4) Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.
7. (5) Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required
7. (6) Analyse ergonomic related hazards and address the same in the risk assessment.
7. (7) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.
7. (8) Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.
7. (9) Ensure that every employee is in possession and carries at all times his proof of health and safety induction training.
9. (1) (a) Prevent the uncontrolled collapse of any structure which may become unstable due to the carrying out of construction work.
9. (1) (b) Ensure that no structure is loaded in an unsafe manner.
9. (3) Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety Agent or employee.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In terms of Clause 4.6 of the Contract Data, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory.

d) Subcontractor

To ensure compliance with the Construction Regulations, the Subcontractor shall:

- 5.(4) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specification.
- 5.(4) Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.
- 5.(12) Satisfy himself on the competencies and resources of any Subcontractor he intends appointing.
- 5.(14) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

In addition to the above items, the Subcontractor shall, to ensure compliance with the Construction Regulations, comply with regulations 5.7, 6.(1), 6.(3), 6.(5), 6.(6), 6.(7), 6.(8), 7.(1), 7.(2), 7.(3), 7.(4), 7.(6), 7.(7), 7.(8), 7.(9), 9.(1)(a), 9.(1)(b) and 9.(3), summarized in Section 2.4.1(c) above.

e) Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2003, the Designer (as defined in the Construction Regulations, 2003) shall:

- 9.(2) Make available to the Employer all relevant information affecting the pricing of the Works.
- 9.(b) Inform the Contractor of any hazards relating to the Works.
- 9.2(b) Make available all information required for the safe execution of the Works.
- 9.2(c) Ensure that information relating to geo-sciences, designs loads, and the methods and sequencing of construction processes are made available to the Contractor in a report.
- 9.2(d) Not include dangerous procedures or hazardous materials in the structure's design which could be avoided.
- 9.2(e) Make provision in the design of the Works for hazards likely to be encountered during its subsequent maintenance.
- 9.(2)(f) Carry out inspections of the construction work during the construction period to ensure compliance with the designs.
- 9.2(f) Keep records of the inspections carried out on the construction site.
- 9.2(g) Stop any contractor from executing works not in accordance with the designs.
- 9.2(h) Conduct a final inspection of the completed Works prior to its commissioning.
- 9.2(h) Issue a completion certificate to the Contractor subsequent to a successful final inspection.
- 9.(2)(i) Ensure that cognizance is taken of ergonomic design principles in order to minimize related hazards.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2003 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2003 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

2.4.2 Secondary Parties

This section covers the duties, responsibilities and liabilities of the following secondary parties:

Construction Health and Safety Officer
Contractor's Employees Fall Protection Developer
Health and Safety Consultant
Health and Safety Representative
Risk Assessor

a) Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

b) Contractor's Employees

All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety Act, 1993 and briefly summarized as follows:

Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
Obey the health and safety rules and procedures laid down by his employer,
Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,
Immediately report any incident in which he was involved which has caused an injury to himself or others, and
Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety

c) Fall Protection Developer

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 8 of the Construction Regulations, 2003.

d) Health and Safety Consultant

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

e) Health and Safety Representative

The Health and Safety Representative shall fulfil the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

f) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonable practicable.

2.4.3 Supervisors, Inspectors and Issuers

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Batch Plant Supervisor

The Batch Plant Supervisor shall be required to ensure compliance with regulation 18 of the Construction Regulations, 2003. In addition, he shall fulfil the following duties and responsibilities:

Manage the day to day operation of a batch plant,
Be responsible for the maintenance of the batch plant,
Be able to identify developing defects and hazardous situations,
Act as the Occupational Health and Safety Representative at the batch plant,
and
Take responsibility for the safety of the personnel at the batch Plant.

The Batch Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Supervisor

The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with regulation 21 of the Construction Regulations, 2003. The inspector will also

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a matter to ensure compliance with regulation 12 of the Construction Regulations, 2003. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation 22 of the Construction Regulations, 2003, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a matter to ensure compliance with regulation 11 of the Construction Regulations, 2003 and shall in particular ensure that every excavation is inspected:

On a daily basis before each shift,
After every blasting operation,
After an unexpected fall of ground,
After substantial damage to supports, and
After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive Power Tools Issuer

The Explosives Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation 19 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

h) Fire Extinguisher Inspector

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation 27 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Formwork and Support Work Supervisor

The Formwork and Support Work Supervisor will supervise all formwork and support work operations and will see to it that formwork and support work erectors, operators and inspectors are competent to carry out their work Works to ensure compliance with regulation 10 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

j) Ladder Inspector

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with regulation 13 of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Material Hoist Inspector

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with regulation 17 of the Construction Regulations, 2003. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

l) Scaffolding Supervisor

The Scaffold Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with regulation 14 of the Construction Regulations, 2003 as well as ensure compliance with applicable SABS 085 specifications. The Contractor shall ensure that proof of such is available on site for auditing purposes.

m) Stacking Supervisor

The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with regulation 26 of the Construction Regulations, 2003.

n) Suspended Platform Supervisor

The Suspended Platform Supervisor will supervise all suspended platform work operations carried out on the Works and to ensure compliance with regulation 15 of the Construction Regulations, 2003. The supervisor will also see to it that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Contractor shall ensure that proof of such is available on site for auditing purposes.

3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

3.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2003 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site
The following generic aspects should be covered in their safety plan

What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
What control systems the Contractor envisages to implement on site to support his safety program
How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
What training to employees the Contractor envisages and how he would go about to execute it
The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2003. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
- iv. Risk Evaluation,
 - v. Risk Treatment,
 - vi. Monitoring and reviewing,
3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors and Issuers,
 - c. Employees,
 - d. Subcontractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- e. Inspections,
- 7. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
- 8. Financial Aspects,
- 9. Emergency procedures and response

4. RISK ASSESSMENT

4.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2003. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

4.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

4.2.1 *Baseline or datum risk assessments*

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

4.2.2 *Issue based risk assessments*

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

Designs are amended,
New machines are introduced,
Plant is periodically cleaned and maintained,
Plant is started-up or shut-down,
Systems of work change or operations alter,
Incidents or near-misses occur, or
Technological developments invalidate prior risk assessments.

4.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

Regular audits,
Maintaining general hazard awareness,
Pre-work risk assessment

4.3 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
The appointed risk assessor shall lead the risk assessment,
Provide the team with background data, scope of work, potential hazards and underlying causes, and
Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
Institute an ongoing system of identifying aspects of the work that require risk assessment, and
Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

4.4 Elements of a Risk Assessment

4.4.1 General

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.

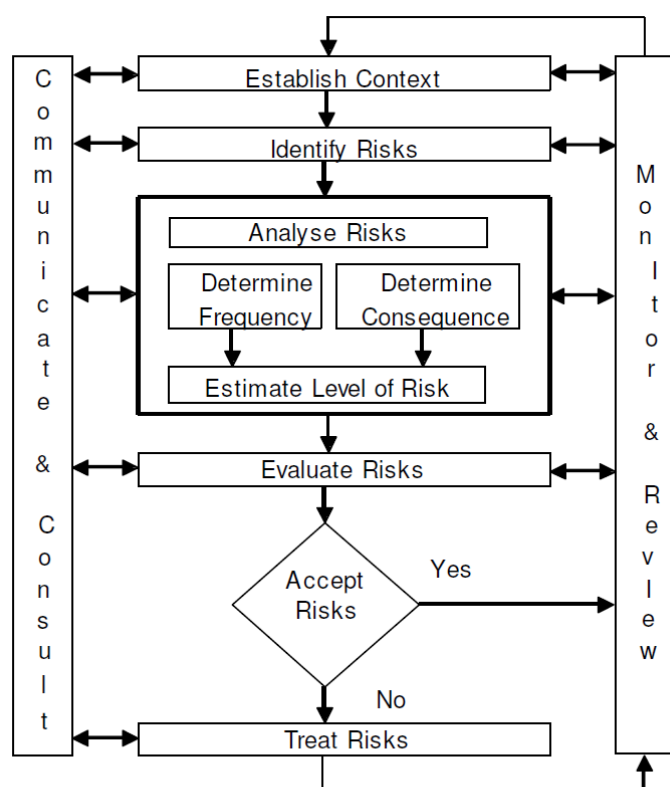


Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

4.4.2 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

4.4.3 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable	1 Compensable	10 Com	1 Permanently disabling	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occ	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, albe they qualitative. The risks evidently range from low to severe. Note

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

4.4.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or

If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or

If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or

If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

4.4.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or

Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or

Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or

Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or

Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or

Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or

Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

Avoid risks altogether if possible by using different approaches, substances or methods of work,

Combat risks at source rather than by adopting secondary measures,

Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Take advantage of technological and technical progress,
Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis, Give preference to measures that protect the whole work force,
Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

4.4.6 Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

Objectives and expected outcomes, Description of the Works under assessment, Summary of context of study, Composition of risk assessment team, (including qualifications and relevant experience), Approach used to systematically identify risks, Identified risks (ranked in order of priority), Method adopted for assessing frequencies and consequences of risks, Consequences (ranked in order of magnitude), Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk, Basis for defining safety standards to be achieved, Contractor's resources devoted to risk assessment, Actions proposed to reduce unacceptably high risks, Review effectiveness of existing safety measures to control risks, and Implementation programme of selected treatments (including controls to manage unacceptably high risks).

4.4.7 Monitoring and Review

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4.8 *Communication and Consultation*

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

5. RESOURCES

5.1 **General**

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health And Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

5.2 **Employees**

5.2.1 *Inspectors, supervisors and Issuers*

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2003 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,
The health and safety training to be provided to the Contractor's employees, The programme of the health and safety training,
Systems for the review of the effectiveness of the training provided, and
Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2003 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5.2.2 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

5.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

5.2.4 Physical and Psychological Fitness

Were required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of the Construction Regulations 2003 medical certificates of fitness are required for persons working at elevated positions (Regulation 8(2)(b)), persons working on suspended platforms (Regulation 15(12)a) tower crane operators (Regulation 20 (g)) and construction vehicle and mobile plant operators (Regulation 21 (1)(d)(ii)).

5.3 Plant, Vehicles and Equipment

5.3.1 Suspended platform

The Contractor shall with reference to Regulation 15: Suspended platforms of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends complying with SABS 1808 and SABS 1903,
What systems he intends using to ensure the safety of all suspended platforms,
What tests will be performed to establish the safety of suspended platforms,
How he intends maintaining suspended platforms being used, and
How he will document the design, testing, maintenance and inspections of the suspended platforms.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5.3.2 *Boatswains chairs*

The Contractor shall with reference to Regulation 16: Boatswains chairs of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Explain what systems he intends using to ensure the safety of all boatswains chairs, Explain how he intends maintaining boatswains chairs in use,
What tests will be performed to establish the safety of boatswains chairs, and
How he will document the design, testing, maintenance and inspections of the boatswains chairs.

5.3.3 *Material hoists*

The Contractor shall with reference to Regulation 17: Materials Hoist, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends confirming the construction stability of the material hoists,
What systems he intends using to ensure the safety of all material hoists,
What tests will be performed to establish the safety of all material hoists,
How he intends maintaining the material hoists being used, and
How he will document the design, testing, maintenance and inspections of all material hoists, and
What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

5.3.4 *Batch Plants*

The Contractor shall with reference to Regulation 18: Batch plants of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

What systems he intends using to ensure the safety of all batch plants,
How he intends maintaining the batch plants in use, and
How he will document the design, testing, maintenance and inspections of batch plants in use.

5.3.5 *Explosive powered tools*

The Contractor shall with reference to Regulation 19: Explosive powered tools, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends controlling the issuing of explosive powered tools,
How he intends implementing safety procedures prior to use of explosive powered tools, and
What safety measures will be required during the use of explosive powered tools.

5.3.6 *Cranes*

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall with reference to Regulation 20: Cranes, of the Construction Regulations, 2003 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How will environmental factors be taken into account in respect to the use of cranes,
What systems he intends using to ensure the safety of all cranes in use,
How he intends maintaining cranes in use,
What tests will be performed to establish the safety of all cranes in use,
What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
How he will document the design, testing, maintenance and inspections of all cranes in use, and
The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

5.3.7 Construction vehicles and mobile plant

The Contractor shall with reference to Regulation 21: Construction vehicles and mobile plant of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that construction vehicles and mobile plant are:

- o Of acceptable design and construction,
- o Maintained and in good working order,
- o Used according to design specifications, and
- o Are protected from falling into excavations, water or areas lower than the working surfaces,

How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,
What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

5.3.8 Electrical Installation and Machinery on construction sites

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

The Contractor shall with reference to Regulation 22: Electrical Installation and machinery on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

5.3.9 Ladders

The Contractor shall with reference to Regulation 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
What precaution will be made to ensure the stability of ladders in use.

6. MATERIALS

6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

6.2 Fall Protection Equipment

The Contractor shall with reference to Regulation 8: Fall Protection Equipment of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Compilation of a fall protection plan,
How the fall protection plan will be implemented and maintained,
How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
Training of staff working at heights and in the use of fall protection equipment, How a continuous assessment of the situation will be executed,
How fall protection equipment will be inspected for safety, and
How corrective actions will be implemented
Emergency plans and procedures for treatment of incidents relating to falls from height.

6.3 Scaffolding

The Contractor shall with reference to Regulation 14: Scaffolding of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and

Safety Plan:

How compliance with SABS 085 will be ensured,
How scaffolding in use will be maintained,
What systems are intended to ensure the safety of scaffolding used, and
What tests will be performed to establish the safety of scaffolding used Training plan for scaffold erectors and inspectors.

6.4 Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Regulation 23: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2003, and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How flammable liquids will be stored to minimize the risk of fire or explosions,
How the contractor will identify a flammable store
What safety precautions will be employed if ventilation of the flammable store is not possible.
How access to flammable stores will be controlled,
How empty vessels used for the storage of flammable liquids will be disposed of,
What quantity of flammable liquids will be stored on the construction site,
What systems are intended to ensure the safe storage of flammable liquids, and
What retaining methods will be used to prevent the spreading of any spillage.

6.5 Stacking and storage

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Regulation 26: Stacking and storage on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Who will supervise the stacking and storage of materials on site, and
What systems are intended to ensure the safe stacking and storage of materials on the site

6.6 Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
The type of personnel safety equipment he will provide, How he intends issuing it to his employees, and
How he will maintain the personnel safety equipment issued.

6.7 First Aid, Emergency Equipment and Procedures

The Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

7. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

7.1 General

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.1.1 Construction welfare facilities

Contractors will be required to adhere to Regulation 28: Construction welfare facilities of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

7.1.2 Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

Thermal requirements, Lighting, Windows, Ventilation, Housekeeping, Noise and hearing conservation, Precautions against flooding, and Fire precautions and means of egress.

7.1.3 Housekeeping on construction sites

Contractors will be required to adhere to Construction Regulation 25: Housekeeping on construction sites, of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

How will contractors ensure the neatness of construction sites
What measures does the Contractor envisage to

- o Store and/or stack materials,
- o Remove debris from site,
- o Prevent unauthorized entrance to the site
- o Protect employees or passers-by from falling objects

7.1.4 Fire precaution on construction sites

Contractors will be required to adhere to Construction Regulation 27: Fire precautions on construction sites, of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

How the Contractor will minimize the risk of fire on the site
How the Contractor will identify potential fire hazards
What prohibitions the Contractor will implement to manage risk areas
How many employees the Contractor will train in fire fighting
What organization the Contractor envisage to combat fires on sites

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

What precautions and procedures will be followed to evacuate employees in the case of a fire

7.1.5 *Water Environments*

The Contractor will be required to adhere to Construction Regulation 24: Water Environments, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

What precautions will the Contractor take to identify dangers where employees may fall into water,
What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments.

7.1.6 *Structures*

The Contractor will be required to adhere to Construction Regulation 9: Structures, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

7.1.7 *Watching, barricading and lighting*

The Contractor will be required to adhere to regulations 11.3.(i) and 11.3.(l) of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

Type of barrier or fencing to be used,
Type and spacing of warning lights and warning signs, and
Control systems and personnel he intends employing to ensure that the above items are maintained.

7.1.8 *Hazardous Chemical Substances*

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

Storage of substance
Handling of substance
Protective clothing and other devices to be used while handling the substance
Medical surveillance.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.2 Site Clearance

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.2.1 Demolition work

Contractors will be required to adhere to Construction Regulation 12: Demolition work, of the Construction Regulations, 2003.

The Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- Dust control measures
- Noise control measures

7.3 Earthworks

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.3.1 Excavation work

Contractors will be required to adhere to Construction Regulation 11: Excavation work, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

7.4 Concrete

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.4.1 Formwork and support work

The Contractor shall with reference to Regulation 10: Formwork and support work, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of formwork and support work will be carried out,
- How the erection of formwork and support work will be managed,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

How the continuous assessment of the safety of formwork will be done,
How the loading of formwork and support work will be managed or limited,
and
How he intends keeping records of the above.

7.5 Pipes

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

8.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan. The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

8.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

Up keep of a safety file on site,
Maintenance of his Health and Safety plan,
Procedures to follow for the appointment of competent persons,
Application for permits,
Procedures to follow for notifications, Injury on duty [IOD] administration,
Recording of minutes of safety meetings, Recording of checklists,
Safe keeping of checklists, and
Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

8.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

8.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

Identifying the training needs of the personnel he intends employing, and
Implementing the training identified
What proof of induction training will be carried by his employees (e.g. laminated type identification card).

8.5 Safety Meetings

The Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

Accident / safety incidents
Hazardous conditions
Hazardous materials / substances
Job or work projections
Work procedures
Protective clothing / equipment
Housekeeping
General safety topics

8.6 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

The Employer or his Safety Agent,
The Employer's Occupational Safety Officer, or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The designated officer serving in the Department of Manpower and appointed by the Minister as Chief Inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

If the Contractor is not compliant with his Health and Safety Plan Imminent threat to the health and safety of any person on site Continuous non-conformance to corrective action requests.

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

9. AUDITING

9.1 Internal Audits

The audits contemplated in regulation 4.(1)(d) of the Construction Regulations, 2003 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 4.(1)(c) of the Construction Regulations, 2003.

9.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

10. MEASUREMENT AND PAYMENT

10.1 Measurement and Payment

10.1.1 The scheduled items for health and safety will be as specified in clause 31 of section 001 of the Standard Specifications.

10.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1.(h) of the Construction Regulations, 2003. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the Construction Regulations, 2003.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE 1

**APPOINTMENT LETTERS
PRO-FORMA'S**

COMPANY LETTER HEAD

Attention: (**Assistant Construction Supervisor's Name**)

APPOINTMENT OF THE ASSISTANT CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(2)

I, (**contractor's name**) hereby appoint (**assistant construction supervisor's name**) as the assistant supervisor responsible for (**site address**) to carry out the construction work of (**description of construction work and area of responsibility**).

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to (**construction supervisor's name**) and in his absence to the contractor's representative.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the construction Regulations, 2003.

Contractor's Representative full name	Signature	Date
.....		

Kindly confirm your acceptance of this appointment by completing the following:

I, (**assistant construction supervisor**) understand the implications of the appointment as detailed above and confirm my acceptance.

Assistant construction supervisor's	Signature	Date

COMPANY LETTER HEAD

Attention: **(Safety Officer's Name)**

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 6(6)

I, **(contractor's name)** hereby appoint **(safety officer's name)** as the Construction Health and Safety Officer responsible for **(site address)** to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2003 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor's Representative full name	Signature	Date
.....		

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction health and safety officer's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Construction Health & Safety Officer's full name	Signature	Date

COMPANY LETTER HEAD

Attention: **(Construction Vehicle and Mobile Plant Inspector)**

**APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR
IN TERMS OF CONSTRUCTION REGULATION 21(1)(j)**

I, **(contractor's name)** hereby appoint **(construction vehicles and mobile plant inspector's name)** as the construction vehicles and mobile plant inspector responsible for **(site address)** to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction vehicles and mobile plant inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction vehicles and mobile plant Signature Date
inspector's full name

COMPANY LETTER HEAD

Attention: **(Sub-Contractor's Name)**

APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 5(3)(b)

I, **(contractor's name)** hereby appoint **(sub-contractor's name)** as the sub-contractor responsible for **(site address)** to carry out the construction work of **(description of construction work)**.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2003. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name Signature Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(sub-contractor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Sub-Contractor's Representative full name Signature Date

COMPANY LETTER HEAD

Attention: **(Construction Supervisor's Name)**

**APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF
CONSTRUCTION REGULATION 6(1)**

I, **(contractor's name)** hereby appoint **(construction supervisor's name)** as the Supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to **(contractor's name)**. This appointment is valid from **(date)** to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name

Signature

Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction supervisor)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Supervisor's full name

Signature

Date

COMPANY LETTER HEAD

Attention: **(Excavation Work Supervisor's Name)**

**APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF
CONSTRUCTION REGULATION 11(1)**

I, **(contractor's name)** hereby appoint **(excavation work supervisor's name)** as the excavation work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name

Signature

Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(excavation work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Excavation Work Supervisor full name

Signature

Date

COMPANY LETTER HEAD

Attention: **(Form work and Support work supervisor's name)**

APPOINTMENT OF THE FORMWORK AND SUPPORT WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 10(a)

I, **(contractor name)** hereby appoint **(form work and support work supervisor's name)** as the formwork and support work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all formwork and support work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to formwork and support work that the necessary precautionary measures are taken and enforced. Hazards are reported in writing to the Construction, Health and Safety Officer and the Construction Supervisor.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name	Signature	Date
---------------------------------------	-----------	------

Kindly confirm your acceptance of this appointment by completing the following:

I, **(formwork and support work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Formwork and Support Work Supervisor's full name	Signature	Date
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COMPANY LETTER HEAD

Attention: **(Ladder Inspector's Name)**

**APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF CONSTRUCTION
REGULATION 13(A)**

I, **(contractor's name)** hereby appoint **(ladder inspector's name)** as the ladder inspector responsible for **(site address)** to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name

Signature

Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(ladder inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Ladder inspector's full name

Signature

Date

COMPANY LETTER HEAD

Attention: **(Risk Assessor's Name)**

**APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION
REGULATION 7(1)**

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name

Signature

Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction site Risk Assessor's
full name

Signature

Date

COMPANY LETTER HEAD

Attention: **(Scaffolding Supervisor's Name)**

APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 14(2)

I, **(contractor's name)** hereby appoint **(scaffolding supervisor's name)** as the scaffolding supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name

Signature

Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(scaffolding supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Scaffolding Supervisor's full name

Signature

Date

COMPANY LETTER HEAD

Attention: *(Stacking and Storage Supervisor's Name)*

APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 26(a)

I, *(contractor's name)* hereby appoint *(stacking and storage supervisor's name)* as the stacking and storage supervisor responsible for *(site address)* to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

_____ Contractor's Representative full name	_____ Supervisor	_____ Date
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Kindly confirm your acceptance of this appointment by completing the following:

I, *(stacking and storage supervisor's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

_____ Stacking and Storage Supervisor's Full name	_____ Signature	_____ Date
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ANNEXURE 2

NOTIFICATION TEMPLATES

COMPANY LETTER HEAD

Attention: The Provincial Director
The Department of Labour
[Postal Address*]

NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT [NUMBER] [CONTRACT DESCRIPTION]

In terms of regulation 3.(1) of the Construction Regulations , 2003 promulgated on 18 July 2003 in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which:

Includes the demolition of a structure exceeding a height of 3 meters,
Includes the use of explosives to perform the construction work,
Includes the dismantling of fixed plant at a height greater than 3 meters,
Will exceed 30 days or will involve more than 300 person days of construction,
Includes excavation work deeper than 1 meter, or
Includes working at a height greater than 3 meters above ground or a landing.

1. Parties involved on the Contract

- 1.1 The Principal Contractor is: [Contractor's Name]
[Contractor's postal address]
[Contractor's postal address]
Att: [Contractor's contact person and telephone number]
- 1.2 The Client (Employer) is: [Employer's Name]
[Employer's postal address]
Att: [Employer's contact person and telephone number]
- 1.3 The Client's Safety Agent is: [Safety Agent's Name]
[Safety Agent's postal address]
Att: [Safety Agent's contact person and telephone number]

1.4 The Contractor's Construction Supervisor is: [Contractor's Construction Supervisor's name and telephone number]

2. Details of the construction works

2.1 The physical address of the works is: [Physical address of works]
[Physical address of works]

2.2 The nature of the construction works is: [Provide a description of the works].

2.3 The expected commencement date of the Works is : [Insert expected commencement date]

2.4 The expected completion date of the works is : [Insert expected completion date]

2.5 The estimated maximum number of persons on the construction site:

2.6 A total of _____ contractors will be accountable to the Principal Contractor on the construction site during the execution of the Works. The names of the contractors already chosen are as follows: [Provide a list of the Contractor's subcontractors already appointed]

3. Other details

3.1 The Principal Contractor's compensation registration number is: _____

3.2 In terms of regulation 3.(3) a copy of this notification will be kept on site for inspection. We trust the above is in order.

Yours faithfully,

Signature

Date

* Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 1996.

ANNEXURE 3

IDENTIFIED HEALTH AND SAFETY HAZARDS

ANNEXURE 3: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 4(1)(b) of the Construction Regulations 2014 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

Potential Hazards

1. Commissioning of new installations
2. Confined space entry
3. Demolition/breaking into existing structures
3. Excavation shoring / brazing
4. Excavations been flooded during rain season
5. Explosives
7. Hazardous material handling / storage / management
8. Heat stress
9. Loading and off loading vehicles
10. Manual handling of materials
11. Plant and equipment integrity
12. Public and traffic safety
13. Requirements for plant isolations
14. Roofing and Cladding operations
15. Safe usage and storage of Oxygen, Acetylene and LPG cylinders
16. Scaffolding
17. Stacking and storage of equipment / materials
18. Tie-ins into existing equipment
19. Usage of compressed air and equipment
20. Work involving radioactive sources
21. Working in operational areas
22. Working on live electrical installations / sub-stations / MCC rooms
23. Working on moving equipment.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN
STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY,
WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE**

C6: ENVIRONMENTAL SPECIFICATIONS

Annex 1: Construction Environmental Management Programme

ENVIRONMENTAL MANAGEMENT PLAN

TABLE OF CONTENTS

- C1001 Scope
- C1002 Definitions
- C1003 Identification of Environmental Aspects and Impacts
- C1004 Legal Requirements
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- C1005 Administration of Environmental Obligations
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- C1006 Training
- C1007 Activities/Aspects Causing Impacts
- C1008 Environmental Management of Construction Activities
 - a) Site Establishment
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 - k) Areas of Specific Importance
 - l) Noise Control
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n) Alien Vegetation

C1009 Record Keeping

C1010 Compliance

Table 1 Mechanisms that Cause Environmental Impacts during Construction
Activities

C1001 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 liability 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.

The EMP is a dynamic document subject to similar influences and changes as are wrought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Employer 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

C1002 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.

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

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

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.

C1003 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

waste generation

storm water discharge

emission of pollutants into the atmosphere

chemical use operations

energy use operations

water use operations

use of natural resources

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to clause 15 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 practise will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities.

C1004 LEGAL REQUIREMENTS

General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

Statutory and other applicable legislation

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

C1005 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

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 of 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.

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 for 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.

Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction. 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.

C1006 TRAINING

The designated environmental officer (DEO) must be appropriately trained in environmental management and must possess 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 it intends concluding its environmental training obligations.

C1007 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this section. This list is not exhaustive, and shall be used for guideline purposes only.

C1008 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

Site Establishment

Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) Vegetation

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

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, same specie indigenous trees as 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. 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.

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.

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 meters 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.

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.

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.

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.

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.

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. No spillage of tar or bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the engineer.

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).

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.

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

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

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 held responsible for re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects liability period.

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. 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, 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 C10008 (e) and C10008 (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 obtains from the engineer, a copy of the approved EMP prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and this specification the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Schedule of Quantities

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, 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.

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after revegetation.

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 liability period upon receipt from the contractor of a landowner’s clearance notice and an engineer’s certificate certifying slope stability. The contractor’s costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor’s proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

Positioned and sloped to create the least visual impact;

Constructed and maintained so as to avoid erosion of the material land 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 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.

v) Blasting activities

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

The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the time and delays to be expected for each individual blast.

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 C10008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be revegetated 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 National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

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 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 liability period.

C1009 RECORD KEEPING

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

C1010 COMPLIANCE

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.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

Contents	Environmental Impacts				
	Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas (to be completed by compiler)
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	
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	
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	
Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
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	
Drainage	Waste treatment Hazardous waste	Selection of site Preserve indigenous vegetation	Selection of site	Preserve indigenous vegetation	

Contents	Environmental Impacts				
	Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas (to be completed by compiler)
	Water supply Spillage Storage	Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	Preserve topsoil Management of weeds	
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	
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	
Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
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	
Asphalt works / sealing Operations	Waste treatment Hazardous waste Water supply Spillage	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	

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Contents	Environmental Impacts				
	Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas (to be completed by compiler)
	Storage Noise / lights Dust control Smoke control Storage of materials	Parking areas			
Ancillary road works	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	
Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
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	

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING
OPEN STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN
PINEVALLEY, WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE**

C7: GEOTECHNICAL INFORMATION

**REPORT ON SUBSOIL INVESTIGATION FOR PROPOSED WOLSELEY STORMWATER
UPGRADE**

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REPORT ON SUBSOIL INVESTIGATION FOR PROPOSED WOLSELEY STORMWATER UPGRADE

APRIL 2019

K&T PROJECT REFERENCE: 15950GG



KANTEY & TEMPLER (PTY) LTD
CONSULTING ENGINEERS
REG. NO. 1966/09839/07

Engineering African Development

TEL: 021 405 9600
FAX: 021 419 6774
WEB: www.kanteys.co.za
E-MAIL: info@kanteys.co.za
P O BOX 3132, CAPE TOWN, 8000

REPORT ON SUBSOIL INVESTIGATION FOR PROPOSED WOLSELEY STORMWATER UPGRADE

1. INTRODUCTION

In terms of written instructions Kantey & Templer was requested by Mr Theo Naidoo of BMK Consulting Engineers on behalf of the client, the Witzenberg Municipality, to investigate and advise on the subsoil conditions along the route of the open storm water system to be upgraded in Pine Valley, Wolseley.

The proposed works will include the construction of a new stormwater pipeline within two existing open stormwater drainage channels. The longer existing drainage channel is located towards the west of Pine Valley starting from Blomme Street in the north leading south to Main Street at its lowest point. The second shorter drainage line is daylighting at Porter Street where it transverses the existing sports field also leading to Main Street at its lowest point.

In particular, Kantey & Templer was requested to advise on:

- the nature of the subsoils
- excavation conditions
- groundwater conditions
- stability of the excavation sidewalls down to the proposed pipe invert level □ materials utilisation potential

2. INFORMATION AVAILABLE

The following information was available at the time of our investigation:

- A drawing titled “Pine Valley – Upgrading of Existing Open Stormwater Channel – Survey Layout” indicating the route of the existing stormwater channels to be upgraded.
- Geological Survey 1:250 000 Scale Map 3319-Worcester with legend and explanatory booklet.

It was also stated that:

- The invert level of the new pipeline will roughly match the level of the existing open drainage channels with the new stormwater system not likely to exceed two metres in depth.
- The pipeline will be constructed within the existing drainage trenches.
- The stormwater pipeline proposed for the portion of the works transversing the sports field may possibly be re-routed, this requiring excavation, pipe installation and backfilling.

3. SCOPE OF INVESTIGATION

3.3 Field Investigation

Following a walkover inspection of the proposed route(s) and liaison with the municipality to identify existing services, six (6) machine dug trial holes were excavated at approximately 100m intervals at accessible positions along the pipe route.

The trial holes were excavated by digger loader (TLB) and taken to beyond the level of the existing open stormwater drainage channels. The trial holes were excavated to depths ranging from 2,05 – 2,55m below existing ground level. Due to access restrictions, the trial holes were positioned next to the existing storm water channels.

Disturbed soil samples were extracted from selected soil horizons in the trial holes and submitted to Messrs Steyn Wilson Laboratories for testing to establish the utilization potential.

The approximate locations of the trial holes are indicated on the attached diagram (Drawing No 15950GG/01). The trial hole profiles are given in Appendix A.

At the request of BMK, the trial hole positions were surveyed by TES Surveyors to provide accurate locations and levels.

3.2 Laboratory Testing

Two (2) disturbed soil samples were subjected to grading and compactability testing to determine the site soils suitability as pipe bedding layerworks.

The test results are given in Appendix B.

4. ANALYSIS OF RESULTS

4.1 Site Geology and Soils Profile

4.1.1 Site Geology

Based on published geological data and previous geotechnical investigations undertaken by Kantey & Templer in the area, the pipeline route is known to traverse terrain composed of and underlain by meta-sedimentary strata (phyllitic shales) of the Malmesbury Group which, in turn, is overlain by a variable deposit of naturally transported materials (predominantly alluvium).

4.1.2 Soils Profile

The trial holes confirmed that the investigation area is underlain by phyllitic shales and that these are overlain by transported soils and fill.

In general, the subsoil profile was found to consist of the following:

Fill	: Made ground (fill) was found to mantle the entire pipe route, with thicknesses ranging from as little as 0,2m at trial hole 1 to a maximum of 1,35m at trial hole 3; the bulk of the fill had probably been generated/placed during the establishment of services and infrastructure in the area; the fill comprised predominantly <u>loose</u> , silty fine grained sand with scattered to abundant gravel (intersected intermittently); locally, the profile tended to be more fine grained presenting as a soft to firm sandy to clayey silt.
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It should be noted that trial hole 3 is located at the lower end of the existing sports field where selected material in the form of fine grained sand had been imported to achieve a level playing surface.

Transported Material : Underlying the fill and intersected in all the trial holes with the exception of trial holes 2 and 6; the naturally transported soils were found to be significantly less developed along the western pipe route occurring from 0,25 – 0,40m depth and up to 0,5 and 0,65m below ground level at trial holes 4 and 5 respectively; these soils are typically represented by fine to coarse gravels loosely to densely packed in a sandy to clayey matrix; along the shorter, lower lying pipe route (area of trial holes 1 and 3), the naturally transported soils extended to more than 2,50m depth, these comprising medium dense to dense clayey fine grained sand and clay/sand with occasional to scattered gravel.

Phyllitic Shales : Underlying the fill and transported soils in trial holes 2, 4, 5 and 6 at depths ranging from 0,30 to 0,65m below ground level; typically presenting as completely to highly weathered steeply dipping laminated very soft to occasionally soft rock with occasional vein quartz.

Over the area of trial holes 5 and 6 the rock has been weathered into a residual soil to 2,10 and 1,45m depth respectively occurring as firm to stiff fissured clayey silt with remnant bedding structure.

No hard rock bedrock was encountered within the trial holes.

The detailed trial hole descriptions are given in Appendix A.

4.2 Groundwater Conditions

Groundwater was only encountered within trial hole 3 (at 1,86m depth) located at the lowest level along the pipe route. Significant ponding was also observed in this low lying southern area.

The groundwater represents a seasonally fluctuating water table which is perched on the impermeable phyllites. Given the location of the pipe route, the groundwater levels are likely to be influenced by downslope migration of water above the contact between the permeable transported soils and phyllites. As such, the levels of groundwater recorded during our field investigations should not be considered as representative of conditions throughout the year. During periods of intense rainfall, levels can be expected to rise to within 0,5m of the existing ground level over localised (low lying) areas.

Whilst the sump-and-pump method of groundwater removal will provide a satisfactory solution along the bulk of the open trenches, there is no doubt that should construction not be programmed for the dry summer months when groundwater conditions will be most favourable, excessive flooding of trenches will occur over the low lying portions of the pipe route. Allowance will thus have to be made for standby / backup pumps at all times and suitable discharge areas identified in advance of construction.

Having regard for the shallow presence of groundwater over the lower portions of the pipe route and the permeable nature of the sandy soils in this area, large volumes of water may need to be removed from the trenches. Consideration will have to be given to the substantial thickening of the layer of selected granular fill over this zone so as to allow for improved control/sump-and-pump removal of the water. *Pre-construction selection of the 'selected granular fill' will have to be undertaken with this in mind.*

4.3 Excavation Conditions

Given the non-cohesive nature of the fill and sandy alluvial materials, conventional earthmoving equipment will satisfactorily remove the bulk of these soils. These soils will classify as 'soft' excavation in terms of SANS 1200D.

Although the very soft to soft rock phyllites could be removed by digger loader during the trial hole investigation, the presence of more consolidated soft to medium hard rock within the Malmesbury Group soils can not be precluded. Whilst the bulk of these soils would generally classify as 'soft' excavation in terms of SANS 1200D, it is strongly recommended that allowance be made in the contract documentation for 'intermediate excavation' in about 10% of the phyllitic rock profile.

Insofar at the stability of the excavation sidewalls is concerned, the site soils are of relatively high shear strength in its dry state. Excavation sidewalls could therefore be battered to 60 degrees to ensure safe working conditions. Where saturated during the rainy season or periods of high rainfall, these batters will have to be flattened and the soils cut to a maximum of 45 degrees.

Having regard for the fact that construction will take place in a preferential flow path, we would recommend batters to 45 degrees irrespective of construction timing, unless the sidewalls are suitably shored.

4.4 Materials Utilisation Potential

Selected samples of the soils likely to be excavated from the trenches were subjected to compactability testing and gradings for assessment of its use as bedding material in trenches.

The results are tabulated below:

COMPACT		
SAMPLE NUMBER	7317	7316
POSITION	TH1 0,20 – 1,95m	TH6 0,30 – 1,45m
DESCRIPTION	Orange Yellow Sand	Olive Yellow Silt
MOISTURE CONTENT %	6,7	17,7
COMPACTABILITY FACTOR	0,036	0,039
% BETWEEN 0,6 and 19mm	22%	20%

The soils tested were found to be unacceptably fine and therefore not complying with the requirements specified for selected granular material despite being of favourable

compactability. Given that the Plasticity Index of both the samples exceed 6, these soils are also not considered suitable for use as selected fill in terms of SANS 1200LB.

Given the above, none of the site soils are considered suitable for re-use as selected granular material and selected fill. These soils will accordingly have to be obtained commercially.

Insofar as the use of the site soils for reinstatement of trenches (main fill) is concerned, the bulk of the material likely to be removed from the trenches will be suitable for reuse *where no roadways / services are to be constructed over the pipe trench.*

Where roads and services are to be constructed over the pipe trench, backfill material providing a CBR of 15 (compacted) and not exceeding a Plasticity Index of 12, *must be imported.*

Backfilling of the pipe trenches must be undertaken with due consideration for the surrounding structures as vibratory rolling during compaction can lead to damage to structures not designed to withstand such vibration.

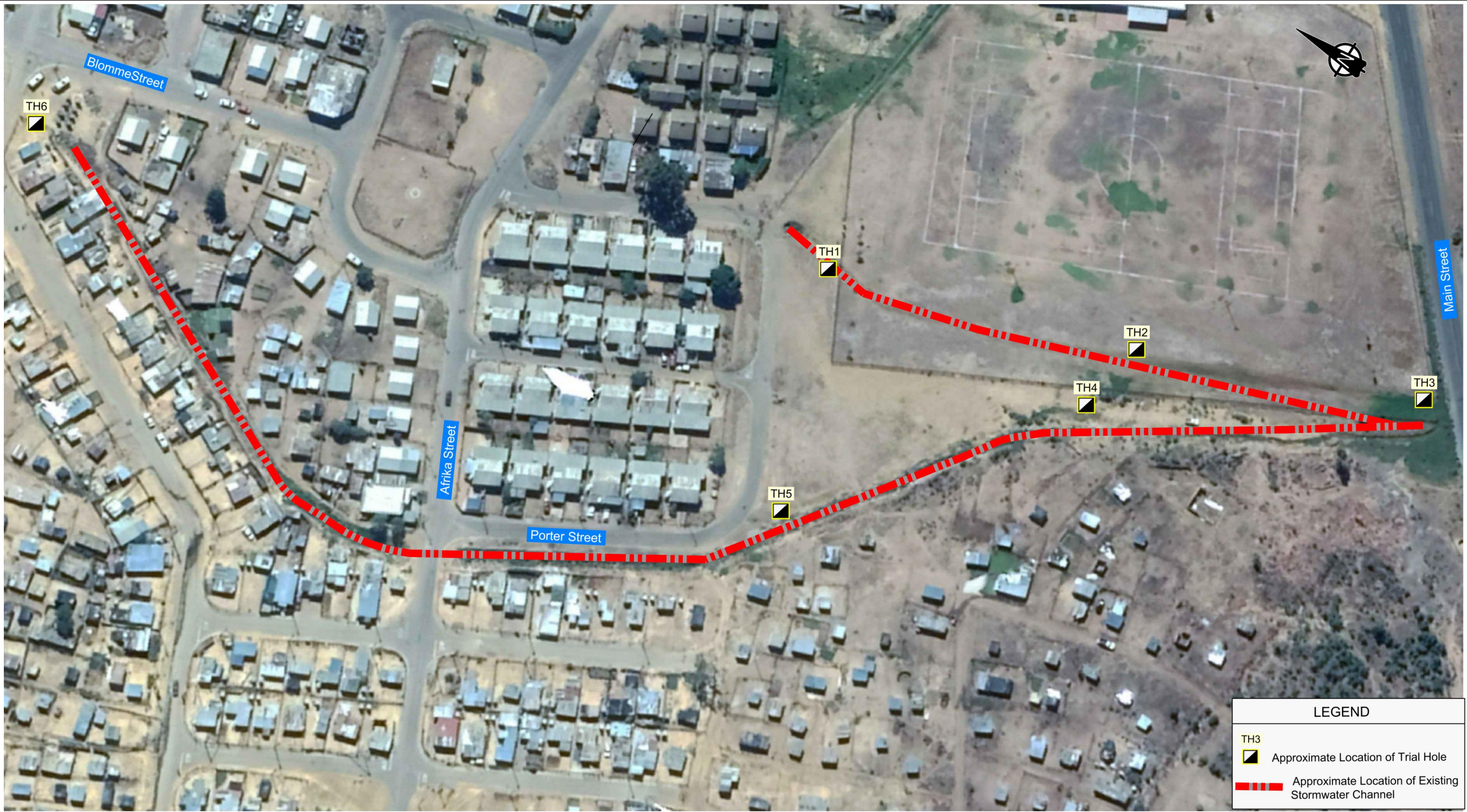
5. CONCLUSIONS AND RECOMMENDATIONS

- The pipe route is located in terrain composed at depth of highly weathered phyllitic shales locally overlain by transported soils. Made ground mantles the entire pipe route.
- Groundwater in the form of a seasonally fluctuating water table was encountered over the low lying portions of the pipe route. Excavations will accordingly require dewatering measures, especially where construction is programmed for the rainy season.
- None of the soils encountered during our trial hole investigation conforms to the specification for 'selected granular' or 'selected fill' materials. These will have to be obtained commercially.
- It is recommended that trench excavations be sloped to 60/45 degrees or be shored.

6. GENERAL

The above observations and recommendations are based on the project as described with the assumption that geological conditions will not vary significantly from those encountered during our investigations. Although every effort has been made to ensure the accuracy of the information contained in this report, the results of our investigation are based upon our field work and subsoil profiles exposed in six trial holes. We can not be held responsible if localised soil conditions at variance to those described in the report are encountered.

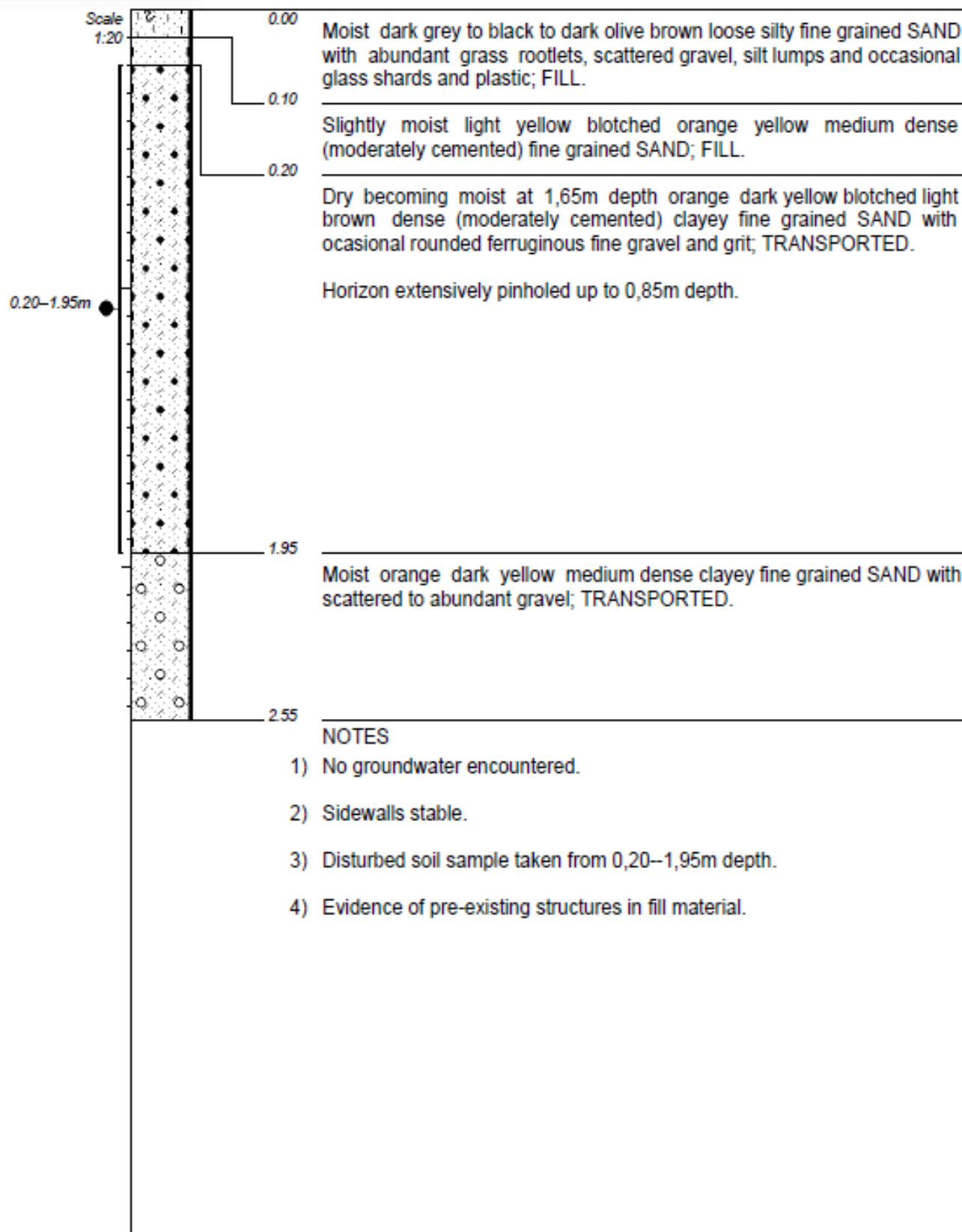
FOR KANTEY & TEMPLER



LEGEND	
TH3	
	Approximate Location of Trial Hole
	Approximate Location of Existing Stormwater Channel

APPENDIX A

TRIAL HOLE PROFILES



CONTRACTOR :
 MACHINE :
 DRILLED BY :
 PROFILED BY : LC

TYPE SET BY : CHANTEL
 SETUP FILE : K&T-TR-1.SET

INCLINATION : Vertical
 DIAM :
 DATE :
 DATE : 17-04-2019

DATE : 02/05/2019 12:26
 TEXT : ...otFILES\DATA\G159501.txt

ELEVATION : N/A
 X-COORD : 3699118.480
 Y-COORD : -17520.434

HOLE No: TH1

Scale
1:20



0.00

Slightly moist dark grey loose silty fine grained SAND with abundant to occasional roots; FILL.

0.04

Moist to very moist light olive grey blotched olive yellow soft to firm shattered clayey SILT with scattered fine roots; FILL.

0.30

Light olive grey blotched olive completely weathered steeply dipping laminated very soft rock PHYLLITE with occasional vein quartz; MALMESBURY GROUP.

2.50

NOTES

- 1) No groundwater encountered.
- 2) Sidewalls stable.

CONTRACTOR :

MACHINE :

DRILLED BY :

PROFIED BY : LC

TYPE SET BY : CHANTEL

SETUP FILE : K&T-TR-1.SET

INCLINATION : Vertical

DIAM :

DATE :

DATE : 17-04-2019

DATE : 02/05/2019 12:26

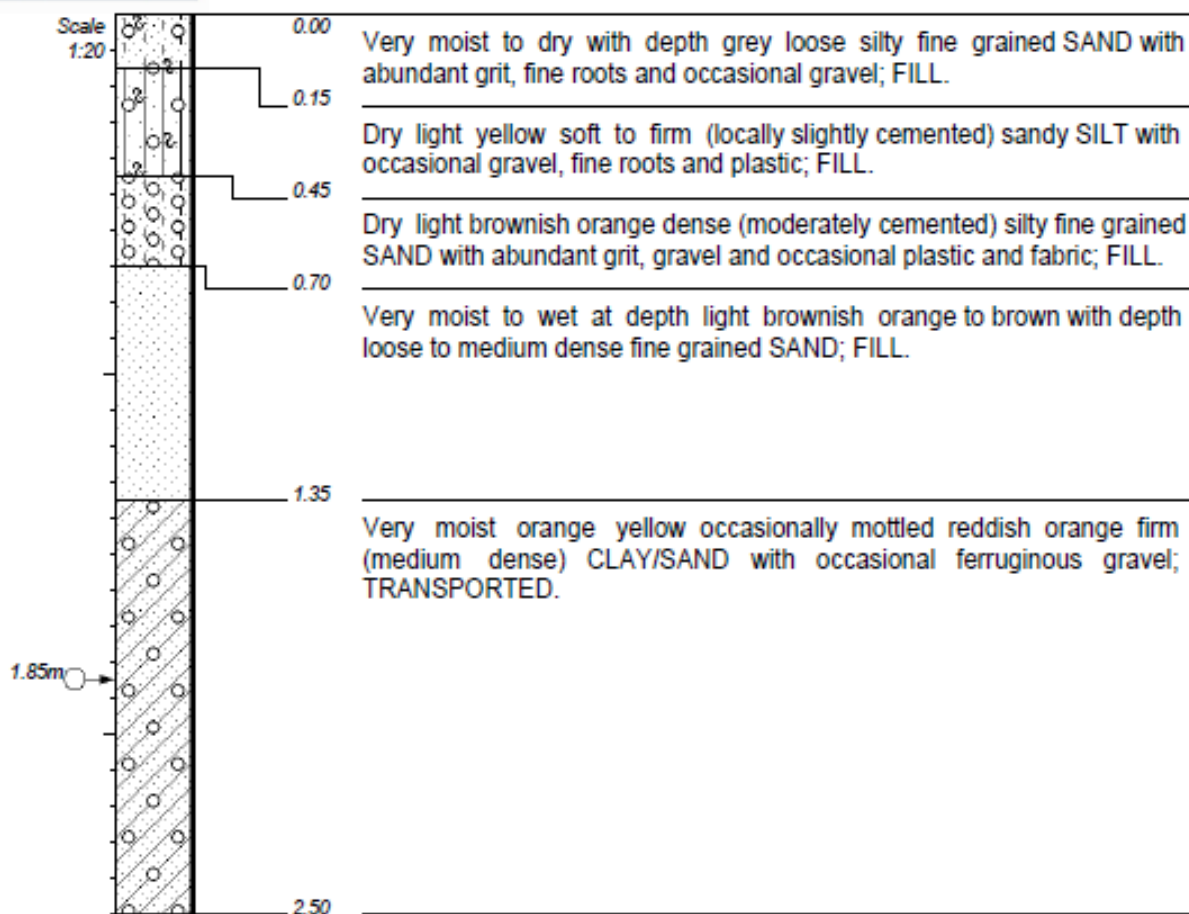
TEXT : ..\otFILES\DATA\IG159502.txt

ELEVATION : N/A

X-COORD : 3699202.915

Y-COORD : -17552.039

HOLE No: TH2



NOTES

- 1) Moderate water seepage from 1,85m depth.
- 2) Sidewall collapse from 1,35m depth.

CONTRACTOR :
MACHINE :
DRILLED BY :
PROFIED BY : LC
TYPE SET BY : CHANTEL
SETUP FILE : K&T-TR-1.SET
D080 Kantey & Templer

INCLINATION : Vertical
DIAM :
DATE :
DATE : 17-04-2019
DATE : 02/05/2019 12:26
TEXT : ..otFILES\DATA\G159503.txt

ELEVATION : N/A
X-COORD : 3699285.543
Y-COORD : -17589.886

HOLE No: TH3

Scale
1:20



0.00

Moist brownish to yellowish olive loose variably silty (ranging from slightly silty to sandy silt) fine grained SAND with scattered to abundant gravel occasional cobbles and plastic; FILL.

0.40

Light olive grey to light brown subangular slightly ferruginised GRAVEL and abundant grit loosely to medium densely packed in a subordinate matrix of slightly silty sand; TRANSPORTED.

0.65

Light greyish olive blotched yellowish brown stained black highly weathered laminated very soft to occasional soft rock PHYLLITE; MALMESBURY GROUP.

2.50

NOTES

- 1) No groundwater encountered.
- 2) Sidewalls stable.

CONTRACTOR :
MACHINE :
DRILLED BY :
PROFIED BY : LC

TYPE SET BY : CHANTEL
SETUP FILE : K&T-TR~1.SET

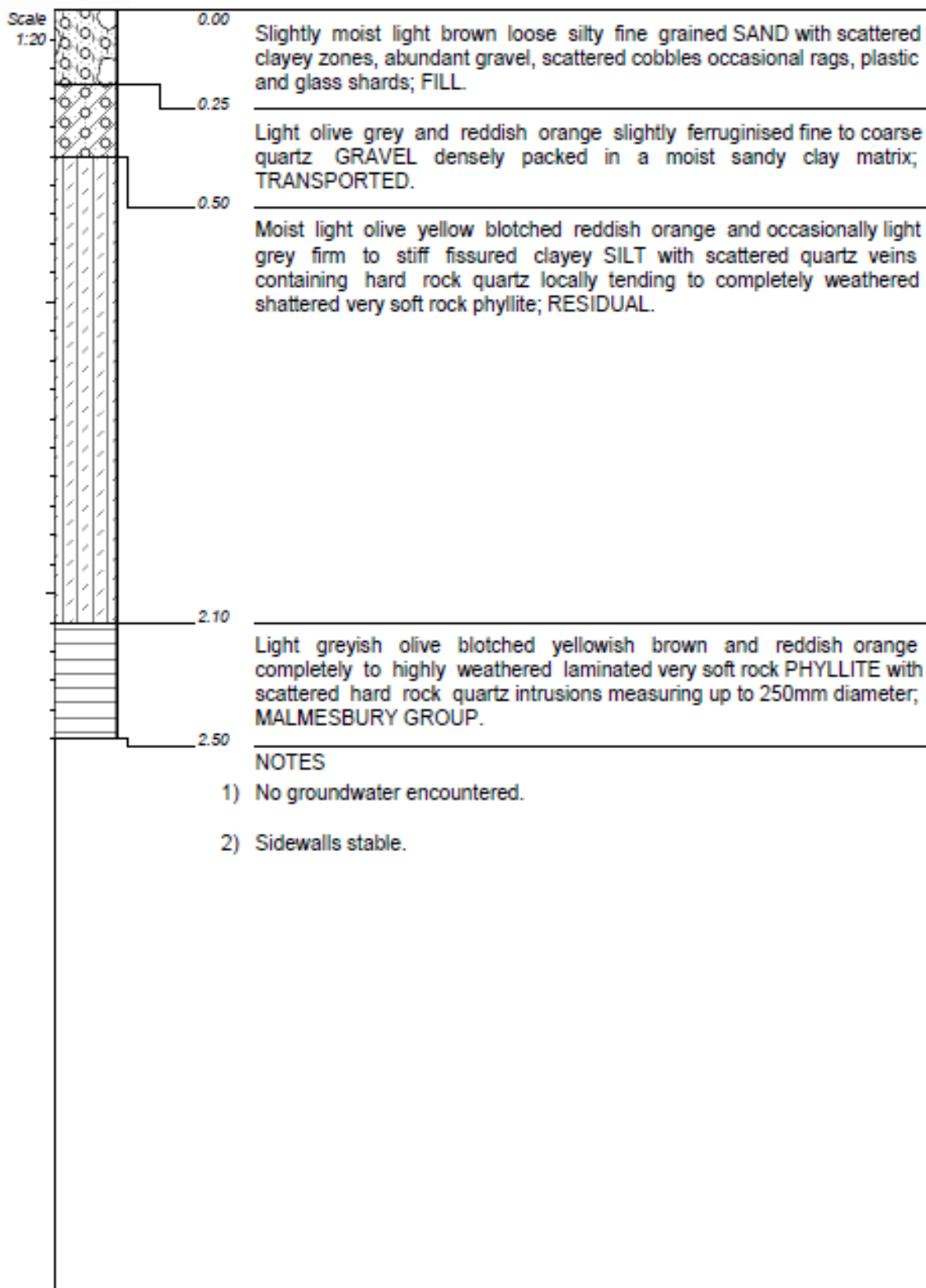
INCLINATION : Vertical

DIAM :
DATE :
DATE : 17-04-2019

DATE : 02/05/2019 12:26
TEXT : ..otFILES\DATA\IG159504.txt

ELEVATION : N/A
X-COORD : 3699201.916
Y-COORD : -17528.311

HOLE No: TH4



CONTRACTOR:

MACHINE:

DRILLED BY:

PROFILED BY: LC

TYPE SET BY: CHANTEL

SETUP FILE: K&T-TR-1.SET

INCLINATION: Vertical

DIAM:

DATE:

DATE: 17-04-2019

DATE: 02/05/2019 12:26

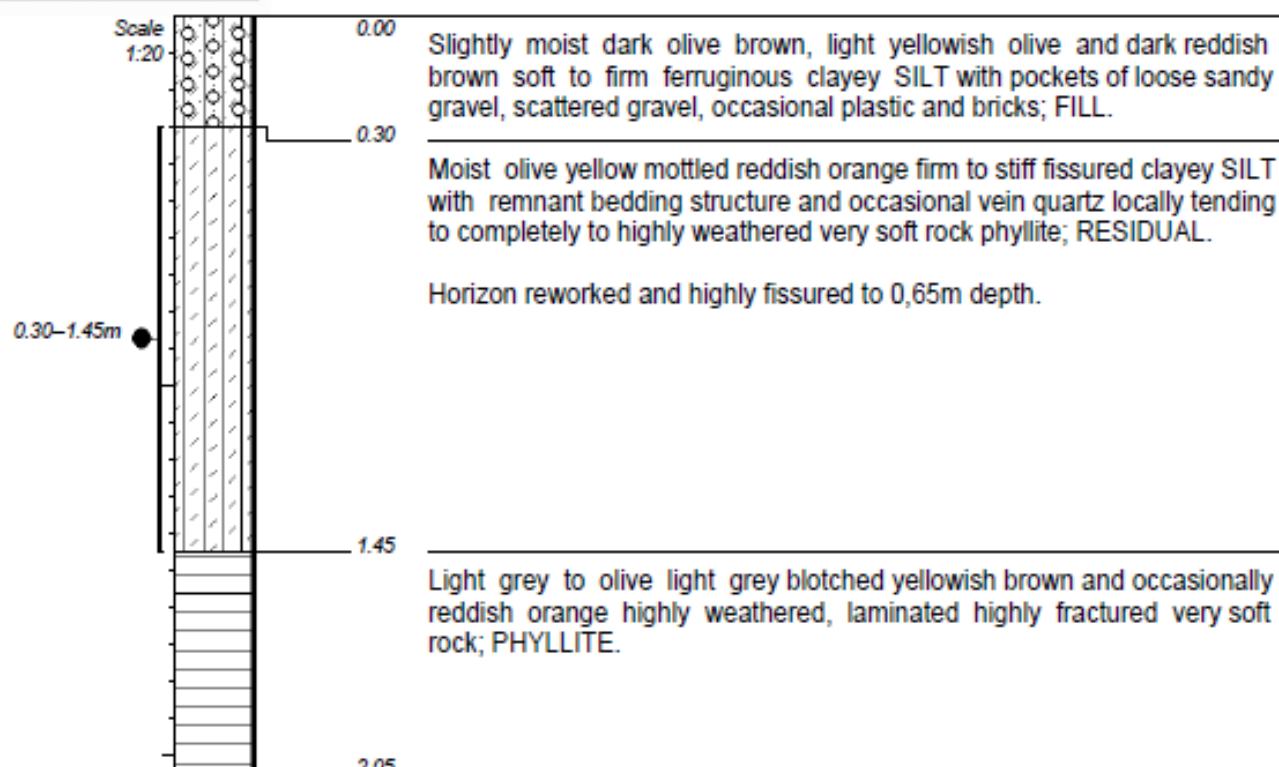
TEXT: ..\otFILES\DATA\G159505.bxt

ELEVATION: N/A

X-COORD: 3699145.142

Y-COORD: -17453.171

HOLE No: TH5



NOTES

- 1) No groundwater encountered.
- 2) Sidewalls stable.
- 3) Disturbed soil sample taken from 0,30–1,45m depth.

CONTRACTOR:
MACHINE:
DRILLED BY:
PROFILED BY: LC
TYPE SET BY: CHANTEL
SETUP FILE: K&T-TR-1.SET

INCLINATION: Vertical
DIAM:
DATE:
DATE: 17-04-2019
DATE: 02/05/2019 12:28
TEXT: ..otFILES\DATA\G159506.txt

ELEVATION: N/A
X-COORD: 3698895.528
Y-COORD: -17427.763

HOLE No: TH6

APPENDIX B

LABORATORY TEST RESULTS



STEYN-WILSON
LABORATORIES

CIVIL ENGINEERING TESTING LABORATORIES



11 Gooderson Road Blackheath

PO Box 58 Blackheath 7381

Tel: 021 905 0435

Fax: 086 499 9482

Email: admin@steynwilson.co.za

Web: www.steynwilson.co.za

JOB NO: SWL05233		Your Ref: -		Date: 29.04.19	
Kantay & Templer (Pty) Ltd P.O. Box 3132 Cape Town 8000 ATTENTION: Mr David Le Roux		PROJECT: Wolseley			
TMH5 MD1, MD2 / SANS 3001 GR1, PR5, GR10, GR12, GR30, GR40					
The unambiguous description of the sample/s as received are as follows:					
SAMPLE No.		7316	SPEC	7317	SPEC
HOLE No. / SV. / CHAINAGE		TH 6		TH 1	
ROAD No. OR NAME		-		-	
LAYER TESTED / SAMPLED FROM		-		-	
DATE RECEIVED		23.04.19		23.04.19	
CLIENT'S MARKING		-		-	
DESCRIPTION OF SAMPLE (COLOUR & TYPE)		Yellowish Orange Clayey Soil		Yellowish Orange Soil	
REDUCTION FACTOR / RF CHECK		1,0000		1,0000	
		0,09	< 1%	0,12	< 1%
SIEVE ANALYSIS (mm) SANS 3001 GR1	100,0	100		100	
	75,0	100		100	
	63,0	100		100	
	53,0	100		100	
	37,5	100		100	
	28,0	100		100	
	20,0	100		100	
	14,0	99		99	
	5,00	92		91	
	2,00	87		85	
	0,425	80		78	
	0,075	70		26	
ATTERBERG LIMITS SANS 3001 GR10, GR12	LL%	30,9		31,1	
	P.L.	12		10,9	
	LS%	5,8		5,3	
	GM	0,63		1,11	
SOIL-MORTAR PERCENTAGES SANS 3001 PR5	Coarse sand	8		9	
	Fine sand	11		61	
	Coarse fine sand	6		19	
	Medium fine sand	3		26	
	Fine fine sand	3		16	
	Silt and clay	81		30	
	Coarse sand ratio	0,1		0,1	
MOD AASHTO SANS 3001 GR30	OMC%				
	MDD(KG/M ³)				
C.B.R. SANS 3001 GR40	COMP MC				
	% SWELL				
	100%				
	96%				
	97%				
	95%				
	93%				
90%					
Conductivity (TMH1 A21T)					
PH (TMH1 A20)					
TEST TYPE		SANS - INDICATORS		SANS - INDICATORS	
REMARKS / NOTES		-		-	

NOTE: All tests marked with (*) means that those test methods are not accredited.



STEYN-WILSON
LABORATORIES

CIVIL ENGINEERING TESTING LABORATORIES

11 Gooderson Road Blackheath
PO Box 58 Blackheath 7581
Tel: 021 905 0435
Fax: 086 499 9482
Email: admin@steynwilson.co.za
Web: www.steynwilson.co.za

JOB NO: SWL05233 REFERENCE NO: - DATE: 18.06.12

CLIENT Kantey & Templer (Pty) Ltd
P.O. Box 3132
Cape Town
8000
ATTENTION Mr D Le Roux

PROJECT Wolseley
POSITION / LAYER TH6 / TH 1
KM / SV N/A
SAMPLE NUMBER 7316-7317
MATERIAL DESCRIPTION N/A

ENVIROMENTAL CONDITIONS Cloudy

COMPACTABILITY SABS 0120 PART 3

SAMPLE NO	7316	7317			
SAMPLE POSITION	Position 1	Position 2			
SAMPLE DESCRIPTION	Yellowish Orange Clayey Soil	Yellowish Orange Soil			
MOISTURE CONTENT %	17,7	6,7			
COMPACTABILITY FACTOR	0,039	0,036			

COMPACTABILITY FACTOR

UP TO & INCLUDING 0.1

OVER 0.1 UP TO & INCLUDING 0.4

OVER 0.4

EVALUATION

MATERIAL SUITABLE FOR BEDDING

MATERIAL SUITABLE (EXCEPT FOR FLEXIBLE PIPES THAT MAY BE USED TO WATERLOGGED CONDITIONS AFTER LAYING) BUT REQUIRES EXTRA CARE IN COMPACTION

MATERIAL UNSUITABLE


J. Steyn
Technical Signatory

APPENDIX C
SITE PHOTOGRAPHS



Photo 1 – Excavation of trial hole next to existing open stormwater channel.



Photo 2 – View of typical trial hole profile comprising predominately naturally transported soils as encountered in trial holes 1&3.

	CLIENT: 	PROJECT: WOLSELEY STORMWATER UPGRADE	TITLE: SITE PHOTOS	PROJECT NO: 15950GG
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Photo 3 – Close-up view of clayey sand material recovered from trial holes profile comprising predominately naturally transported soils.

 KANTLEY & TEMPLER CONSULTANTS ENGINEERS & ARCHITECTS <i>Engineering Systems Development</i>	CLIENT:  BMK CONSULTING ENGINEERS	PROJECT: WOLSELEY STORMWATER UPGRADE	TITLE: SITE PHOTOS	PROJECT NO: 15950GG
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Photo 4 – View of typical trial hole profile comprising predominately weathered phyllites.

 KANTEY & TEMPLER GEOTECHNICAL ENGINEERS <i>Engineering & Science Development</i>	CLIENT:  BMK CONSULTING ENGINEERS	PROJECT: WOLSELEY STORMWATER UPGRADE	TITLE: SITE PHOTOS	PROJECT NO: 15950GG
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Photo 5 – Close-up view of highly weathered phyllites.

	CLIENT: 	PROJECT: WOLSELEY STORMWATER UPGRADE	TITLE: SITE PHOTOS	PROJECT NO: 15950GG
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Photo 6 – View of subsoil profile as exposed in trial hole 3, note significant deposit of fill as well as slope instability due to saturation .

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

CONTRACT NO.: SSC WC 04 (2024/2025) DALRRD

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF EXISTING OPEN
STORMWATER CHANNEL TO AN UNDERGROUND PIPED SYSTEM IN PINEVALLEY,
WITZENBERG MUNICIPALITY, WESTERN CAPE PROVINCE**

C8: DRAWINGS