

# WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY



## TENDER DOCUMENT FOR

### REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE

**TENDER NUMBER: WMMLM 00092 M A/R & B**

**CIDB-3CE or Higher**

**02 AUGUST 2022**

<b>TENDER AMOUNT:</b>	
<b>NAME OF TENDERER:</b>	
<b>CONSTRUCTION PERIOD:</b>	

#### **PREPARED BY: ENGINEERING SERVICES DEPARTMENT**

**Winnie Madikizela Mandela Local Municipality**

**No. 51 Winnie Madikizela Mandela Drive**

**Bizana**

**Tel: 039 251 0230**

**Email: nontandav@Winnie Madikizela-Mandela.gov.za**

# **WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO: WMMLM 00092 M A/R & B**

## **REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

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# WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

**PROJECT NO: WMMLM 00092 M A/R & B**

## **REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

### **TENDERS ARE HEREBY INVITED FOR:**

**Project No: WMMLM 00092 M A/R & B**

**To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents and Tender document must be emailed to the email address appearing on the advert, not later than the closing date and time as stated.**

**The lowest or any Bid will not necessarily be accepted and the Winnie Madikizela Mandela Local Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the Winnie Madikizela Mandela Local Municipality.**

**The following documents must be completed, signed (where applicable) and submitted as a complete set:**

Document		Colour of pages
Number	Heading	
T1.1	Tender Notice and Invitation to Tender	White
T1.1.1	Terms of Reference	White
T1.2	Tender Data	Pink
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Documents for tender evaluation purposes	Yellow
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WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY



WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
ADVERT

PROJECT NAME	CONTRACT NUMBER	CIDB	CLOSING DATE
1. Rehabilitation of Mnyameni A/R and Bridge	WMMLM 00092 M A/R & B	3CE or Higher	26/09/2022

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to tender for the above mentioned projects for Winnie Madikizela-Mandela Municipality.

Bid documents can be downloaded from e-tender portal website. ([www.etenders.gov.za](http://www.etenders.gov.za))

Proposals will be evaluated on functionality and 80/20 preference points system

Bids should score a minimum points of 70% in order to be considered for further evaluation.

The bids will be evaluated on the **80/20** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9 (For Access Roads)
- MBD 6.2 and 6.4 are also compulsory for Ward 13 ECDC
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in areas
- A certified copy or Original BBBEE Status Level Certificate (SANAS accredited) or Sworn affidavit provided by DTI
- Letter of good standing from the bank issued within six months from the date of advert showing average cashflows
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

**Advert Date: 02<sup>nd</sup> September 2022**

**Closing Date: All tenders must be emailed to [tenders.scm@Winnie Madikizela-Mandela.gov.za](mailto:tenders.scm@Winnie Madikizela-Mandela.gov.za) by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. There is no tender briefing**

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr. V.O. Nontanda at (082) 953 6078, email: [nontandav@Winnie Madikizela-Mandela.gov.za](mailto:nontandav@Winnie Madikizela-Mandela.gov.za) during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: [khalaz@Winnie Madikizela-Mandela.gov.za](mailto:khalaz@Winnie Madikizela-Mandela.gov.za) during working hours

.....  
**Mr. L. Mahlaka**  
**Municipal Manager**

## Letter of Consent

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The Municipal Manager  
Winnie Madikizela-Mandela Local Municipality  
P.O. Box 12  
Bizana  
4800

Sir/Madam

### Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we \_\_\_\_\_ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

<input type="checkbox"/>	I/We hereby consent to the above
<input type="checkbox"/>	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: .....

Date: .....

Witness: .....

Signature: .....

**MBD 1  
PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	12H00
DESCRIPTION					

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE EMAILED

[tenders.scm@Winnie.Madikizela-Mandela.gov.za](mailto:tenders.scm@Winnie.Madikizela-Mandela.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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	.....	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED			
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**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:      TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:.....
- 3.3 Position occupied in the Company (director, trustee hareholder<sup>2</sup>):.....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

## CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....  
Date

.....  
Signature

.....  
Capacity

.....  
Name of Bidder

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

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

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

## **1. GENERAL CONDITIONS**

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

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

1.2 a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## **2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

B-BBEE Status level certificate issued by an authorized body or person;

- 1) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

##### 80/20

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

Where

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

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

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

**Registered Account Number:** .....

**Stand Number:**.....

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

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

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

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....  
.....

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Evaluation criteria:**

**Pre-qualification criterion 100 Points-**

<b>REHABILITATION OF MNYAMENI ACCESS ROAD &amp; BRIDGE PRE- QUALIFICATION FUNCTIONAL ASSESSMENT –POINT SCORING</b>	
<b>DESCRIPTION /CRITERIA</b>	<b>Maximum points Allowed</b>
1. Expertise	
<ul style="list-style-type: none"> <li>Contracts Manager has between 3 or more years road construction experience and qualification on LIC NQF Level 5 (attach CV, Certified Copies of Qualifications and Certified ID Copy to get points)</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Site Agent has between 2 or more years road construction experience LIC NQF Level 5 (attach CV, Certified Copies of Qualifications and Certified ID Copy to get points)</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Health and Safety Officer has between 1 or more years' experience in a role as Safety Officer with SAMTRAC Qualification OR Equivalent (attach CV, Certified Copies of Qualifications and Certified ID Copy to get points)</li> </ul>	10 Points
	30 Points
2. Experience	
<ul style="list-style-type: none"> <li>Completed at least four similar projects with a value greater than R1 000 000.00 (One million) per project) (Appointment letters, Referral Letter and Completion certificates signed by Client or Municipal Agent). Unsigned completion letter will not be accepted. All Referral letters must not be more than 3 months old</li> <li>10 Points for each completed project</li> </ul>	40 Points
	40 Points
3. Methodology	
<ul style="list-style-type: none"> <li>Site Establishment and Carrying out the works</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Cash Flow</li> </ul>	8 Points
<ul style="list-style-type: none"> <li>Program of works</li> </ul>	6 Points
<ul style="list-style-type: none"> <li>Organogram of the Team Members</li> </ul>	6 Points
	30 Points
Total for Functionality	100 Points

**Bidders should score 70 out of 100 to proceed to second stage. Evaluation criteria will be 80/20.**

# WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

**PROJECT NO: WMMLM 00092 M A/R & B**

## REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB standard for uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the 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.

*Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.*

Clause Number	
F.1	General
F.1.1	The Client is: Winnie Madikizela Mandela Local Municipality 51 Winnie Madikizela Mandela Street Bizana 4800
F.1.2	The Tender documents issued by the Client comprise: Tender T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	Contract Part 1 : Agreements and Contract data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Occupational health and safety specification C1.4 Winnie Madikizela-Mandela Local Municipality's Health and Safety Specification Part 2 : Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part 3 : Scope of Work C3.1 Description of the Works C3.2 Applicable Standardised Specifications C3.3 Variations and Additions to the Standardised and Particular Specifications C3.5 Particular Specification Health and Safety C3.6 Particular Specification Environmental Management Plan C3.7 HIV/AIDS Specification C3.8 Contractors Report Part 4: Site Information

	C4 Site information Part 5: Additional Relevant Documents Part 6: Contract Drawings	
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.	
F.1.4	Communication: Communication with all stakeholders shall be through the Winnie Madikizela Mandela Local Municipality's PMU Manager. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer.	
	Contact person: <u>Mr. V. Nontanda</u> Tel: 066 260 9162	
F.1.5	The employer's right to accept or reject any tender offer	
F.1.5.1	Reject or accept The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.	
F.1.6	Procurement procedures	
F.1.6.1	a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.	
F.2	Tenderer's obligations	
F.2.1.1	Eligibility Only those tenders who are registered with CIDB and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.	
F.2.2	Cost of tendering Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.	
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
F2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.	
F.2.7	The arrangements for a compulsory clarification meeting are:	
	Date: <b>N/A</b>	N/A
	Starting time: <b>N/A</b>	

F.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
F2.10	Pricing the tender
F.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
F.2.10.3	Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
F.2.10.4	State the rates and prices in South African Rand
F2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
F.2.13.5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
	Email Address: <a href="mailto:tenders.scm@Winnie Madikizela-Mandela.gov.za">tenders.scm@Winnie Madikizela-Mandela.gov.za</a>
	Physical address: 51 Winnie Madikizela Mandela Street, Bizana ,4800
F.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
F.2.15	Closing time The closing times for submission of Tenders are 12H00 on the 28 <b>September 2022</b> .
F.2.15	Only e-mailed Bid offers will be accepted.
F.2.16	Tender offer validity The Tender offer validity period is 90 Days as stated in the tender data.
F.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 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.
F.2.18	Provide other material

	<p>The tenderer shall, when requested by the Employer to do so, 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.</p> <p>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.</p>
F2.20	<p>Submit securities, bonds, policies</p> <p>Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <p>(1) an original valid Tax Clearance Certificate (Print Out) issued by the South African Revenue Services; and</p> <p>(2) Certified copy of the original of all the Companies / CC Registration documents.</p> <p>(3) Joint Venture Agreement where applicable in CIDB format (signed and initialed on each page).</p> <p>(4) CSD Report.</p> <p>(5) Certified copies of the original ID copies of Members of the companies.</p>
F.3	The employer's undertakings
F.3.1	Respond to requests from the tenderer
F.3.1.1	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	<p>Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
F.3.4	Opening of tender submissions
F.3.4.1	The employer shall open valid tender submissions on the closing date. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.6	<p>Non-disclosure</p> <p>The client shall 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.</p>
F.3.7	<p>Grounds for rejection and disqualification</p> <p>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.</p>
F3.9	Arithmetical errors, omissions and discrepancies
F.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.
F.3.9.2	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p>

	<p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <ul style="list-style-type: none"><li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li><li>ii) The summation of the prices.</li></ul>
F.3.9.3	<p>Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.</p>
F.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p> <p>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.</p>
F.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>

F3.11	<p data-bbox="272 170 581 201">Evaluation of tender offers</p> <p data-bbox="272 218 1019 249"><i>Replace the contents of the entire sub-clause with the following:</i></p> <p data-bbox="272 268 1411 394">The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer &amp; Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 70 points for quality (functionality), which will be explained in Stage 1 below.</p> <p data-bbox="272 413 1386 445">Nevertheless, Winnie Madikizela Mandela Local Municipality retains the right to accept any bid.</p> <p data-bbox="272 464 1208 495">C. First stage in evaluation: Compliance with Bid Rules and other Requirements</p> <p data-bbox="272 493 1411 577">The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.</p> <ul data-bbox="293 615 1273 966" style="list-style-type: none"><li>• The form of Offer and acceptance</li><li>• Audited financial statements for any tender price over R10million</li><li>• Certified company registration documents and ID of members</li><li>• Form C: Compulsory Enterprise Questionnaire</li><li>• Form D: Certificate of Authority for Signature</li><li>• Form E: Amendments, Qualifications and Alternatives</li><li>• Form H: Certificate of Good Standing</li><li>• Form I: Relevant experience</li><li>• Form J: Details of key staff and CVs</li><li>• Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011</li></ul> <p data-bbox="272 984 334 1016">Note:</p> <ul data-bbox="318 1014 1411 1140" style="list-style-type: none"><li>• All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc.</li><li>• Addenda issued during the bid period, if any.</li><li>• The pricing schedules</li></ul> <p data-bbox="272 1159 1036 1190">Failure to supply the required information will compromise the bid</p> <p data-bbox="272 1209 899 1241">D. Second Stage in Evaluation: Quality / Functionality</p> <p data-bbox="272 1266 1411 1329">Only bidders who score <i>70 points or more</i> on stage 1 will be evaluated further and therefore eligible for award.</p> <p data-bbox="272 1390 1117 1421">The maximum score for functionality shall be 100, distributed as follows:</p>
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STAGE 1: FUNCTIONALITY/QUALITY EVALUATION	
<i>Tender functionality / quality claimed</i>	
REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE PRE- QUALIFICATION FUNCTIONAL ASSESSMENT –POINT SCORING	
DESCRIPTION /CRITERIA	Maximum points Allowed
4. Expertise	
<ul style="list-style-type: none"> <li>Contracts Manager has between 3 or more years road construction experience and qualification on LIC NQF Level 5 (attach CV and Qualifications to get points)</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Site Agent has between 3 or more years road construction experience LIC NQF Level 5 (attach CV and Qualifications)</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Health and Safety Officer has between 1 or more years' experience in a role as Safety Officer with SAMTRAC Qualification OR Equivalent (attach CV and Qualifications)</li> </ul>	10 Points
	30 Points
5. Experience	
<ul style="list-style-type: none"> <li>Completed at least four similar projects with a value greater than R2 000 000.00 (Two million) per project (completion certificates signed by Client and Municipal Agent). Unsigned completion letter will not be accepted and Referral letters must not be more than 3 Months old</li> </ul>	40 Points
	40 Points
6. Methodology	
<ul style="list-style-type: none"> <li>Site Establishment and Carrying out the works</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Cash Flow</li> </ul>	8 Points
<ul style="list-style-type: none"> <li>Program of works</li> </ul>	6 Points
<ul style="list-style-type: none"> <li>Organogram of the Team Members</li> </ul>	6 Points
	30 Points
Total for Functionality	100 Points

	<p>STAGE 2: EVALUATION FOR PRICE AND PREFERENCE (80/20)</p> <p>The procedure for Stage 2 of evaluation of responsive tenders is Method 4</p> <p>a) PRICE: ..... 80</p> <p>a) B-BBEE STATUS LEVEL OF CONTRIBUTION: ..... 20</p> <p>Points Awarded for Price (Ps)</p> <p>A total of 90 points will be awarded to the Tenderer with the lowest balanced price. The other tenders will be awarded points on the ratio to bench mark price as follows</p> $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration</p> <p>Pt = Rand value of bid under consideration</p> <p>Pmin = Rand value of lowest acceptable bid</p> <p>b) Points awarded for B-BBEE Status Level of Contribution</p> <p>In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td></tr> </tbody> </table> <p>The total calculated points will be rounded to the second decimal place.</p>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant Contributor	0
B-BBEE Status Level of Contributor	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant Contributor	0																				
F.3.13	Acceptance of tender offer																				
F3.13.1	<p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,</p> <p>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,</p> <p>c) has the legal capacity to enter into the contract,</p> <p>d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</p> <p>e) complies with the legal requirements, if any, stated in the tender data, and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>																				
F3.13.2	<p>Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.</p>																				

F.3.14	Notice to unsuccessful tenderers After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in Winnie Madikizela Mandela Local Municipality's website: <a href="http://www.Winnie Madikizela-Mandela.gov.za">www.Winnie Madikizela-Mandela.gov.za</a> by listing the successful tender.
F.3.15	Prepare contract documents If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.
F.3.16	Issue final contract Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

## WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

**PROJECT NO: WMMLM 00092 M A/R & B**

### REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE

#### T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

T2.2 Returnable Documents required for Tender evaluation purposes		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References
11	Form 2.2.11	Municipal Bidding Documents

T2.3 Returnable Documents that will be incorporated into the contract		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

<p><b>T2.2     RETURNABLE DOCUMENTS</b></p>
---

**RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

Form 2.2.1	General Information of Tenderer
Form 2.2.2	Authority of Signatory
Form 2.2.3	Schedule of Previous Experience
Form 2.2.4	Schedule of Current Projects
Form 2.2.5	Declaration of good standing regarding tax
Form 2.2.6	Certificate of Attendance at Site Meeting
Form 2.2.7	Proposed Key Personnel
Form 2.2.8	Schedule of Proposed Sub-consultants
Form 2.2.9	Financial References
Form 2.2.10	Declaration of interest
Form 2.2.11	Municipal Bidding Documents

FORM 2.2.1

GENERAL INFORMATION OF TENDERER

1. Name of Tenderer: .....

2. Contact details

Address: .....

Tel no: .....

Fax no: .....

Cell no: .....

E-mail address: .....

3. Legal entity: Mark with an X.

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

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

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: .....  
(in case of a joint venture, provide for all joint venture members)

5. Municipal services area where the enterprise is registered: .....  
(in case of a joint venture, provide for all joint venture members)

6. Company / close corporation Registration Number: .....  
(in case of a joint venture, provide for all joint venture members)

7. VAT Registration number: .....  
(in case of a joint venture, provide for all joint venture members)

8. CIDB registration number: .....  
(in case of a joint venture, provide for all joint venture members)

## ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

Certified copies of CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

Certified copies of Shareholders register

3. **ID copies**

Certified ID Copies for members

4. **CIDB registration**

Proof of registration with CIDB

5. **For Joint Venture Agreements**

Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.

6. **Copy of the latest municipal service account where enterprise is registered**

FORM 2.2.2 AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated original or certified copy of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

## FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner    CIDB registration no ..... ....		Signature. . . . . ..... Name ..... Designation..... .....
CIDB registration no ..... ....		Signature. . . . . ..... Name ..... Designation..... .....
CIDB registration no ..... ....		Signature. . . . . ..... Name ..... Designation..... .....

<b>FORM 2.2.3      SCHEDULE OF PREVIOUS EXPERIENCE</b>
--

[illegible]

[illegible]

<b>SOUTH AFRICAN REVENUE SERVICES</b>	<b>Tender No:</b> ..... <b>Closing Date:</b> .....																				
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>																					
<b>PARTICULARS</b>																					
1. Name of Taxpayer/Tenderer: .....																					
2. Trade Name: .....																					
3. Identification Number: (If applicable)	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
4. Company / Close Corporation registration number:	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
5. Income Tax reference number:	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
6. VAT registration number: (If applicable)	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
7. PAYE employer's registration number: (If applicable)	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
8. Monetary value of Bid:	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 100px; height: 20px;"></td> </tr> </table>																				

**DECLARATION**

I, ..... the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) Have been satisfied in terms of the relevant Acts; or

(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.\*

.....  
**SIGNATURE**

.....  
**CAPACITY**

.....  
**DATE**

**PLEASE NOTE:\***

The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

**ATTACH ORIGINAL**

**VALID TAX CLEARANCE CERTIFICATE**

<b>FORM 2.2.6      CERTIFICATE OF ATTENDANCE AT SITE MEETING</b>
--

This is to certify that I, ..... (Name)

duly authorised representative of .....(Tenderer)

Address: .....

Date: .....

Visited the site on .....(date) in the presence of .....  
(Engineer)

I have made myself familiar with the sites and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

\_\_\_\_\_  
REPRESENTATIVE OF EMPLOYER

\_\_\_\_\_  
REPRESENTATIVE OF TENDERER

**FORM 2.2.7      PROPOSED KEY PERSONNEL**

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

No	Name	Qualification	Designation	YEARS WITH CURRENT COMPANY

Name of Tenderer: .....

Date:.....

Signature : .....

Full name of signatory: .....

FORM 2.2.8

SCHEDULE OF PROPOSED SUB-  
CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB- CONTRACTORS

Name of Tenderer: .....

Date:.....

Signature : .....

Full name of signatory: .....

## FORM 2.2.9 FINANCIAL REFERENCES

### FINANCIAL STATEMENTS

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

### DETAILS OF TENDERERS BANKING INFORMATION

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

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table> <p>(Tick which is appropriate)</p>	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

**Name of Tenderer:** .....

**Date:**.....

**Signature :** .....

**Full name of signatory:**.....

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

<p><b>T2.3    RETURNABLE DOCUMENTS</b></p>
--

**RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

Form 2.3.1	Record of Addenda to Tender Documents
Form 2.3.2	Procurement Form

FORM 2.3.1

RECORD OF ADDENDA TO TENDER DOCUMENTS

(Addenda received from Engineer for amendments on Tender Documentation)

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

Name of Tenderer: .....  
.....

Date:

Signature : .....

Full name of signatory: .....

### FORM 2.3.2 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

#### *DEFINITIONS*

“Acceptable Tender” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

“Council” refers to the Winnie Madikizela Mandela Local Municipality.

“Equity ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

“HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“Historically disadvantaged individuals (HDIs)” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

“SMME’s” (small, medium and micro enterprises) refers to separate and distinct

business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME's for different economic sectors.

Tenders are adjudicated in terms of MLM Procurement Policy, and the following framework is provided as a guideline in this regard.

#### 1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:

- Certified or scanned copies of Tax Clearance Certificates. (Only valid original tax clearance certificates must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the Form 2.2.2 – “Authority for Signatory”
- No authority for signatory submitted.
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.

- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (WMMLM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

**2. Size of enterprise and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**3. Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

**4. Financial ability to execute the contract:**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

**5. Good standing with SA Revenue Services**

- Determine whether an original valid tax clearance certificate has been submitted.

- The Tenderer must affix an original valid Tax Clearance Certificate to page T2.2.9 of the Tender document.

## **6. Penalties**

The Winnie Madikizela Mandela Local Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the Winnie Madikizela Mandela Local Municipality for a period of 5 years.

### **DECLARATION**

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the Winnie Madikizela-Mandela Local Municipality that the claims are correct.

If the claims are found to be inflated, the Winnie Madikizela Mandela Local Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the Winnie Madikizela Mandela Local Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the Winnie Madikizela Mandela Local Municipality may suffer by having to make less favourable arrangements after such cancellation.

Signature of Tenderer

**Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2022**

\_\_\_\_\_  
**For the tenderer**

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

<b>C1      AGREEMENTS AND CONTRACT DATA</b>
---

C1.1    Form of Offer and Acceptance

C1.2    Contract Data

C1.3    Special Condition

C1.4    Occupational Health and Safety Specification

C1.5    Supply Chain Management Policy

<b>FORM C1.1      FORM OF OFFER AND ACCEPTANCE</b>
--

**OFFER**

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

Project : Rehabilitation of Mnyameni Access Road & Bridge

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

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

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

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

.....**Rand (in words); R** ..... **(in  
figures).**

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

Signature(s) \_\_\_\_\_

\_\_\_\_\_

Name(s) \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

For the tenderer

\_\_\_\_\_

\_\_\_\_\_

(Name and address of organisation)

**Name & Signature**

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

\_\_\_\_\_

**Name**

**Date**

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of

the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

**The terms of the contract are contained in:**

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Relevant Documentation
- Part 6 Contract Drawings

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to 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 Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**Signature(s)** \_\_\_\_\_

\_\_\_\_\_

**Name(s)** \_\_\_\_\_

\_\_\_\_\_

**Capacity**\_\_\_\_\_

\_\_\_\_\_

**For the tenderer**

\_\_\_\_\_

\_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

\_\_\_\_\_

Name

Date

## SCHEDULE OF DEVIATIONS

### Notes:

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

### 1 Subject

\_\_\_\_\_

\_\_\_\_\_

Details

\_\_\_\_\_

\_\_\_\_\_

### 2 Subject

\_\_\_\_\_

\_\_\_\_\_

Details

\_\_\_\_\_

3      **Subject**

**Details**

4      **Subject**

**Details**

5      **Subject**

**Details**

6      **Subject**

**Details**

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

\_\_\_\_\_

Name(s) \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and address of Organisation)

Name & Signature

Of Witness \_\_\_\_\_

Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

\_\_\_\_\_

Name(s) \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and address of Organisation)

Name & Signature

Of

Witness

Date

**FORM C1.2      CONTRACT DATA**

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The contract data of this contract are:

C1.2.1 Conditions of Contract

C1.2.2 Data provided by the Employer

C1.2.3 Data provided by the Contractor

**C1.2.1 Conditions of Contract**

*The General Conditions of Contract for Construction Works 3<sup>rd</sup> Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering [www.saice.org.za](http://www.saice.org.za)*

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the

Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

## **C1.2.2 Data provided by the employer**

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

**The following contract specific data are applicable to this Contract:**

### **CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

**Clause 1.1.1.13:**  
**The Defects Liability Period is 6 months.**

**Clause 1.1.1.14:**  
**The time for achieving Practical Completion is 3 Months**

**Clause 1.1.1.15:**  
The name of the Employer is Winnie Madikizela Mandela Local Municipality

**Clause 1.1.1.26:**  
The Pricing Strategy is a Re-measurement

**Clause 1.2.1.2:**  
The address of the Employer is: Postal: P.O Box 12, Winnie Madikizela-Mandela, 4800  
Physical: 51 Winnie Madikizela Mandela Street, Winnie Madikizela-Mandela, 4800

**Tel: [039] 251 0230**

**Clause 1.1.1.16:**  
The name of the Engineer is Winnie Madikizela Mandela Local Municipality - Engineering Services

**Clause 1.2.1.2:**  
The address of the Engineer is Postal: P.O Box 12, Winnie Madikizela-Mandela, 4800

**Clause 5.3.1:**  
The documentation required before commencement with Works execution are :  
    Approved Health and Safety Plan (Refer to Clause 4.3)  
    Initial programme (Refer to Clause 5.6)  
    Accepted security (Refer to Clause 6.2)  
    Insurance (Refer to Clause 8.6)

**Clause 5.3.2:**  
The time to submit the documentation required before commencement with Works execution is 14 days.

**Clause 5.7.1:**  
Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice

**Clause 5.8.1:**

The non-working days are Sundays and Saturdays

**The special non-working days are:**

(1) public holidays

(2) The year-end break commencing on 15 December 2022 and ending on 15 January 2023

**Clause 5.11.1**

In the event that the performance of the services has to be suspended on the grounds of Force Majeure, the period of performance shall be extended by the extent of the delay at no extra cost.

**Clause 5.11.2**

During the period of his inability to perform services as a result of an event of Force Majeure, the service provider shall not be entitled to any payment in terms of the contract.

**Clause 5.13.1:**

The penalty for failing to complete the Works is R 1 500.00 per calendar per day.

**Clause 5.16.3:**

The latent defect period is 10 years.

**Clause 6.8.2**

**There is no contract price adjustment**

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is 80%

**Clause 6.10.3:**

The limit of retention money is 10%

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 15% of the value.

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is R5 million.

**Clause 9.2.1**

The Employer may terminate the contract:

Where the services are no longer required

Where the funding for the services is no longer available

If the service provider does not remedy a failure in the performance of his obligations under the Contract within 7 days after having been notified thereof by the employer.

If the service provider becomes insolvent or liquidated; or

If as a result of Force Majeure, the Service Provider is unable to perform part or the whole service for a period of thirty (30) days.

Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice.

**Clause 10.5.3**

**The number of Adjudication Board Members to be appointed is one.**

*C1.2.3 Data to be provided by the contractor*

**Clause 1.1.1.9 The name of the contractor is: (insert legal name)**

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**Clause 1.2.1.2 The address of the contractor is:**

**Physical  
address**

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**Postal  
Address**

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**Telephone**

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**Fax**

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**Email**

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Clause 6.2.1 The security to be provided by the contractor shall be one of the following

Type of security: Note VAT is included in the contract sum and Value of works for calculating percentages	Contractor's choice. Indicate "Yes" or "no"
( 1 ) Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works.	

( 2 ) Performance guarantee (note A) of 10% of the Contract Sum plus retention of 10% of the value of the works.	
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Tenderer's signature

#### Note A

The Performance Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or a recognised government sponsored, provincial or national development agency.

### C1.3 FORM OF GUARANTEE

#### PERFORMANCE GUARANTEE

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

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"

means:.....

Physical

Address:.....

"Employer"

means:.....

"Contractor"

means:.....

"Engineer"

means:.....

"Works"

means:.....

"Site"

means:.....

...

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

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

Amount in  
words:.....

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

Amount in  
words:.....

“Expiry Date”  
means:.....

## CONTRACT DETAILS

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

## PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2** its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor’s default and that this

Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

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

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

**Signed**

**at**

.....  
.....

**Date**

.....  
.....

**Guarantor's** **signatory** **(1)**

.....  
.....

**Capacity**

.....  
.....

**Guarantor's signatory (2)**

.....

<b>FORM C1.3      SPECIAL CONDITION</b>
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Payment for the labour-intensive component of the works

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

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

## **1      Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in **the** supervision and management of a SPWP.

1.2 In this document –

(a) "Department" means any department of the State, implementing agent or contractor;

(b) "Employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

(c) "Worker" means any person working in an elementary occupation on a SPWP;

(d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;

(e) "Management" means any person employed by a department or implementing agency to administer or execute an SPWP;

(f) "Task" means a fixed quantity of work;

(g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;

(h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;

(i) "time-rated worker" means a worker paid on the basis of the length of time worked.

(j) "Task rate or daily rate" = *As per Government Gazette*

## **2 Terms of Work**

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

## **3 Normal Hours of Work**

3.1 An employer may not set tasks or hours of work that require a worker to work—

- (a) More than forty hours in any week
- (b) On more than five days in any week; and
- (c) For more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## **4 Meal Breaks**

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## 5 Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## 6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## 7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## 8 Work on Sundays and Public Holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

(a) The worker's daily task rate, if the worker works for less than four hours;

(b) Double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## 9 Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) Absent from work for more than two consecutive days; or
- (b) Absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## 10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity

leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife, or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) On an earlier date –
  - (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## 11 Family responsibility leave

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of –
  - (i) The employee's spouse or life partner;
  - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

## 12 Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) The employer's name and address and the name of the SPWP;
- (b) The tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) The worker's rate of pay and how this is to be calculated;
- (e) The training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

### 13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) The worker's name and position;
- (b) In the case of a task-rated worker, the number of tasks completed by the worker;
- (c) In the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### 14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into

a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) At the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) In a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing

- (a) The period for which payment is made;
- (b) The numbers of tasks completed or hours worked;
- (c) The worker's earnings;
- (d) Any money deducted from the payment;
- (e) The actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## 15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order, or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) Repay any payment except an overpayment previously made by the employer by mistake;
- (b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) Pay the employer or any other person for having been employed.

## 16 Health and Safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) Work in a way that does not endanger his/her health and safety or that of any other person;
- (b) Obey any health and safety instruction;
- (c) Obey all health and safety rules of the SPWP;
- (d) Use any personal protective equipment or clothing issued by the employer;
- (e) Report any accident, near-miss incident, or dangerous behaviour by another person to their employer or manager.

## 17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## 18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) The worker's full name;
- (b) The name and address of the employer;
- (c) The SPWP on which the worker worked;
- (d) The work performed by the worker;
- (e) Any training received by the worker as part of the SPWP;
- (f) The period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker

**MONTHLY REPORTING**

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO.: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

**FORM C1.4 HEALTH AND SAFETY SPECIFICATION**

HEALTH AND SAFETY SPECIFICATION

**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
CONSTRUCTION REGULATIONS 2003**

## **SECTION 1**

### **1. INTRODUCTION**

This document was construed in order to comply with the provisions of the OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.

Definitions of words are those described in the Act and the Construction Regulations of 2003.

This document formulates the specification of the Winnie Madikizela Mandela Local Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the Winnie Madikizela Mandela Local Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the Winnie Madikizela Mandela Local Municipality in writing.

## **SCHEDULE**

### **1.1 Definitions**

1. In these Policy any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“Agent” means any person who acts as a representative for a client in the managing the overall construction work.

“angle of repose” means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

*“Batch plant” means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;*

*“Client” means Winnie Madikizela-Mandela Local Municipality;*

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“Construction work” means any work in connection with—

- (a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

*“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;*

*“Contractor” mean an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;*

*“Design” in relation to any structure includes drawings, calculations, design details and specifications;*

*“Designer” means any person who—*

- (a) *prepares a design;*
- (b) *checks and approves a design;*
- (c) *arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;*
- (d) *Architects and engineers contributing to, or having overall responsibility for the design;*
- (e) *Build services engineers designing details for fixed plant;*
- (f) *Surveyors specifying articles or drawing up specifications;*
- (g) *Contractors carrying out design work as part of a design and build project;*
- (h) *Temporary works engineer designing formwork and false work; and*

- (i) *Interior designers, shop-fitters and landscape architects.*

*“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;*

“Excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive powered tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“Hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

“Health and safety file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

“Health and safety plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“Medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“Method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“Person day” means one individual carrying out construction work on a construction site for one normal working shift;

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site , in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“Roof apex height” means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

“SABS 085” means the South African Bureau of Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

“SABS 0400” means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

“SABS EN 1808” means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“SABS 1903” means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“Scaffold” means any temporary elevated platform and supporting structure

used for providing access to and supporting workmen or materials or both;

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“Structure” means—

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

“Suspended platform” means a working platform suspended from supports by means of one or more separate ropes from each support;

“The Act” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“Tunnelling” means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

HEALTH AND SAFETY SPECIFICATION

**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
CONSTRUCTION REGULATIONS 2003**

**SECTION 2: DESIGNERS**

1. All wording shall have the meaning as defined by the H&S Regulations 2003.
2. This specification is in terms of the H&S act 1993 and the regulations of 2003.
3. All work performed and procedures followed by designers shall be done according to the H&S regulations of 2003.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of professional conduct the H&S act in particular to indemnify the client against penalties imposed for acts or omissions. The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations. The professional indemnity insurance has a “negligent acts and omissions” wording only and therefore additional insurance is necessary to cover the client against penalties imposed in terms of the regulations.
8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**HEALTH AND SAFETY SPECIFICATION**

**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
CONSTRUCTION REGULATIONS 2003**

**SECTION 3: PRINCIPAL CONTRACTORS (P C)**

1. *All work by the P C shall be done in compliance with the provisions of the H&S regulations.*
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work shall not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety induction courses under the supervision of the H&S manager.
9. The P C shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for the particular task.

12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.

27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than –5° Celsius? Should the designer and the P C decide that the work is urgent; workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place\_on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.

42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the P C shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the P C.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.

58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.

59. All excavations on site shall be adequately protected and not only indicated.

60. Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority.

Position of services identified shall then be verified by opening by hand, not by machine.

Particular care shall be taken not to damage these services.

Electrical services are inherently dangerous and shall be opened by skilled people only.

These excavations shall not be left open without supervision. If necessary, the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.

62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.

63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in these refuse areas.

64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.

65. Adequate signage shall be used on site to indicate

- Non smoking areas on site
- Safety exits / Emergency exits from buildings under construction
- Stairs (temporary and permanent works)
- Toilets
- Fire fighting equipment
- Workmen busy with equipment overhead
- Fire assembly points
- Fire escapes
- Areas where members of the public are not allowed.
- First aid room

66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site. Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.

67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
  68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
  69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
  - 70 A principal contractor who intends to carry out any construction work shall—
    - (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
      - (i) The demolition of a structure exceeding a height of 3 metres; or
      - (ii) The use of explosives to perform construction work; or
      - (iii) The dismantling of fixed plant at a height greater than 3m.
    - (b) before carrying out that work, notify the provincial director in writing when the construction work—
      - (i) Exceeds 30 days or will involve more than 300 person days of construction work; and
      - (ii) Includes excavation work deeper than 1m; or
      - (iii) Includes working at a height greater than 3 metres above ground or a landing.
- (2) The notification to the provincial director must be done on the form similar to Annexure A to this Policy.
- (3) A principal contractor shall ensure that a copy of the completed form is kept on site for inspection by an inspector, client, client's agent or employee.

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

HEALTH AND SAFETY SPECIFICATION

**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
CONSTRUCTION REGULATIONS 2003**

**SECTION 4: CLIENT**

**(1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—**

- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- (b) To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- (c) To appoint each principal contractor in writing for the project or part thereof on a construction site;
- (d) To take reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
- (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (h) To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

(2) A client shall discuss and negotiate with the principal contractor the contents

of the health and safety plan and thereafter finally approve the health and safety plan for implementation.

- (3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- (4) Winnie Madikizela-Mandela Local Municipality shall not appoint a principal contractor to perform construction work, unless Winnie Madikizela-Mandela Local Municipality is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
- (5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
- (6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

## **ANNEXURE A**

### **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 Regulation 3 of the Construction Regulations, 2003**

#### **NOTIFICATION OF CONSTRUCTION WORK**

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1.(a) Name and postal address of principal contractor:

\_\_\_\_\_  
\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_  
\_\_\_\_\_

2. Principal contractor's compensation registration number:

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3.(a) Name and postal address of client:

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(b) Name and tel. no. of client's contact person or agent:

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4.(a) Name and postal address of designer(s) for the project:

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(b) Name and tel. no. of designer(s) contact person:

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5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

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6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

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7. Exact physical address of the construction site or site office:

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8. Nature of the construction work:

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9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site.

\_\_\_\_\_

12. Planned number of contractors on the construction site accountable to principal contractor: \_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

Principal Contractor

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Date

---

Client

---

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

# **GUIDELINES FOR CONTRACT ADMINISTRATION**

**WINNIE MADIKIZELA MANDELA LOCAL  
MUNICIPALITY**

**GUIDELINES FOR CONTRACT ADMINISTRATION  
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003  
HEALTH & SAFETY ACT 1993**

**SECTION 1 AND 2**

**1. PURPOSE OF THIS DOCUMENT**

This document describes the procedures to be followed in the execution of Engineering Projects for Winnie Madikizela Mandela Local Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2003 of the Health and Safety Act 1993.

**2. BACKGROUND**

*The Minister of Labour has on 18 July 2003 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.*

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**  
**GUIDELINES FOR CONTRACT ADMINISTRATION**  
**IN TERMS OF THE CONSTRUCTION REGULATIONS 2003**  
**HEALTH & SAFETY ACT 1993**

**SECTION 3**

**3. THE CLIENT**

In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore, any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows:

- |     |  |                |
|-----|--|----------------|
| .1  | To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties.  | Clause 4(1)(a) |
| .2  | To provide a risk assessment to the principal contractor.  | Clause 4(1)(b) |
| .3  | To appoint the principal contractor in writing.  | Clause 4(1)(c) |
| .4  | To ensure that the H&S plan is implemented.  | Clause 4(1)(d) |
| .5  | To stop any contractor executing work in an unsafe manner.   | Clause 4(1)(e) |
| .6  | To provide additional H&S information to the contractor should changes be made to the work?  | Clause 4(1)(f) |
| .7  | To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund.   | Clause 4(1)(h) |
| .8  | To make sure tenderers have made provision in their offers for H&S measures.   | Clause 4(1)(h) |
| .9  | To discuss and approve the H&S plan with the principal contractor.   | Clause 4(2)    |
| .10 | To keep a copy of the H&S plan of the principal contractor.  | Clause 4(3)    |
| .11 | To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely. | Clause 4(4)    |
| .12 | The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not  | Clause 4(5)    |

make the person responsible for such particular responsibilities as agent.

The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2).

- .13 The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.

Clause 4(6)

## **WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

### **GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2003 HEALTH & SAFETY ACT 1993**

#### **SECTION 4**

#### **4. THE DESIGNER**

The regulations do not use names like engineer, architect, etc. Instead the term designer has been introduced. The responsibilities of the designer are given in a sub-paragraph under the obligations of the Principal Contractor.

- 4.1 The regulations has a comprehensive definition of the designer and this includes:
- a) A person preparing a design.
  - b) A person checking a design.
  - c) A firm preparing a design.
  - d) An architect or engineer contributing to or having responsibility for a design.
  - e) A building services engineer designing details of fixed plant (scaffolding or cranes).
  - f) A surveyor specifying articles or drawing up specification (Quantity Surveyor).
  - g) A contractor in design & build contract.
  - h) A contractor designing temporary work.
  - i) A interior designer, shop fitter and landscape architect.

The regulation also talks of "an engineer designing a structure". "Structure" is a wide concept and is given in paragraph 3.2.5.1(a) underneath.

- 4.2 The designer does not automatically through an appointment become the agent of the client in terms of the regulations unless he is appointed in writing to that effect and he accepts such appointment in writing.

Definitions  
"designer"

Definitions  
"structure"

Clause 4(5)

- 4.3 The SAACE model agreement between the client and Engineer has a different meaning of the word “agent”.
- According to the model agreement of SAACE the Engineer acts as the “agent” of the client in a conventional contractual context. “Agent” in terms of the Health & Safety regulations has a totally different meaning.
- 4.4 It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5).
- 4.5 The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf.
- 4.5.1 “Structure” in terms of the regulations means:
- (a)
- any building
  - steel or reinforced concrete structure
  - railway line
  - railway siding
  - bridge
  - waterworks
  - reservoir
  - pipe or pipeline
  - cable
  - sewer
  - sewage works
  - fixed vessels
  - road
  - drainage works
  - earthworks
  - dam
  - wall
  - mast
  - tower
  - tower crane
  - batching plants
  - pylon
  - surface and underground tanks
  - earth retaining structure
- or any structure designed to preserve or alter any natural feature and any other similar structure.
- (b) Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).
- (c) Fixed plant to prevent people from falling 2 meters or more.

Clause 4(5)

Definitions

4.5.2	The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.	Clause 9(2)
4.5.3	The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. <u>This is in fact a Risk Assessment.</u>	Clause 9(2)(b)
4.5.4	The designer (in the structural engineering context) shall further furnish to the contractor in writing:	Clause 9(2)
i)	A geo-technical report.	
ii)	The loading of the structure.	
iii)	The method and sequence of the construction process.	
iv)	He should exclude inherently dangerous methods of construction in his design.	
v)	The maintenance of the structure shall be through safe procedures.	
vi)	He should carry out inspections.	
vii)	And stop the contractor from executing work dangerously.	
viii)	A final inspection is necessary to ensure safety of the structure.	
ix)	Great emphasis should be given to the ergonomic design of the structure.	
x)	The engineer should also give input in the design of temporary work e.g. scaffolding.	Clause 10(c)

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#### **SECTION 5**

#### **5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR**

The responsibilities of these parties are comprehensively stipulated in the regulations.

5.1	In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC.	
5.2	The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.	Clause 5(1) and (2)
i)	He should also stop his contractors should they work unsafely.	Clause 5(3)(d)

ii)	He should appoint safety officers should the size of the work warrant it.	Clause 6(6)
iii)	He should cause a risk assessment to be executed by a competent person.	Clause 7(1)
iv)	Visitors to his site should undergo induction pertaining to H&S issues.	Clause 7(8)
v)	He shall see to his employees induction and H&S training.	Clause 7(7)
vi)	The employees of the PC and his contractors shall wear visible proof of their induction training.	Clause 7(9)(a)
5.3	The regulations also covers the detail of:	
	• Fall protection	Clause 8
	• Structures (under this heading the responsibilities of the designer of a structure is found)	Clause 9
	• Formwork and support work	Clause 10
	• Excavation work	Clause 11
	• Demolition work	Clause 12
	• Tunnelling	Clause 13
	• Scaffolding	Clause 14
	• Suspended platforms	Clause 15
	• Boatswain's chairs	Clause 16
	• Material hoists	Clause 17
	• Batch plants	Clause 18
	• Explosive powered tools	Clause 19
	• Cranes	Clause 20
	• Construction vehicles and mobile plant	Clause 21
	• Electrical installation and machinery on construction sites	Clause 22
	• Use and storage of flammable liquids on construction sites	Clause 23
	• Water environment	Clause 24
	• Housekeeping on construction sites	Clause 25
	• Stacking and storage on construction sites	Clause 26
	• Fire precautions on construction sites	Clause 27
	• Construction welfare facilities	

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#### SECTION 6

6.	APPOINTMENT OF THE DESIGNER	Clause
	4(5)	

6.1	The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.	
6.2	It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations.	
6.3	The responsibilities and duties of a designer in the H&S context are <u>those that are dictated by law and/or those respectively given to him by the client</u> , except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.	
6.4	The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations.	
6.5	The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.	
.1	To ensure the H&S plan of the PC is implemented on site.	Clause 4(1)(d)
.2	To ensure that changes to the design are also incorporated in the H&S plan.	Clause 4(1)(e)
.3	To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund.	Clause 4(1)(f)
.4	To see that the contractor registers the site as a construction site at the Department of Labour.	Clause 4(1)(g)
.5	To discuss with the contractor the H&S plan and then recommend to the client the approval thereof.	Clause 4(2)
.6	To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client.	Clause 4(4)
.7	Control the following on site:	
	a) To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract.	Clause 5(7)
	b) To see that the principal contractor keeps a data base of all contractors involved with the project.	Clause 5(9)
	c) To see that the principal contractor appoints one or more construction supervisors.	
	d) To see that this person is dedicated to the particular project only.	Clause 6(4)
	e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records.	Clause 7(1)

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## **SECTION 7**

### **7. THE ROLE OF THE CLIENT**

7.1	The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer.	Clause 4(1)(a)
7.2	The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer.	Clause 4(2)
7.3	The client employs the Principal Contractor.	Clause 4(1)(c)
7.4	The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent.	Clause 4(5)
7.5	The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility.	Clause 4(6)
7.6	The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner.	Clause 4(4)

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## **SECTION 8**

### **8. THE ROLE OF THE PRINCIPAL CONTRACTOR**

The principal contractor should execute the following duties:

.1	Provide a health and safety plan.	5(1)
.2	See that his contractors comply with the regulations.	5(2)
.3	He should discuss the particular H&S plan.	5(5)
.4	He should have his H&S plan available.	5(6)
.5	He should have an H&S file available on site and hand it over to the client upon completion.	5(7)
.6	He should not employ contractors who are not capable.	5(10)
.7	He should have full time supervision on site.	6(1) to 6(8)
.8	He should produce a risk assessment of the work.	7(1)

- |  |                               |
|--|-------------------------------|
| <p>.9 He should train his employees.</p> <p>.10 He should introduce induction training on site.</p> <p>.11 All physical aspects of the regulations as in terms of the regulations.</p> | <p>7(4)</p> <p>7(7)/ 7(8)</p> |
|--|-------------------------------|

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### GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2003 HEALTH & SAFETY ACT 1993

#### SECTION 9

#### 9. THE PROCEDURE

- |   |  |
|---|--|
| <p>9.1 The Client decides to execute work and appoints a designer to administer the work.</p> <p>9.2 The scope of works and the exact duties of the designer are identified and given to him in writing.</p> <p style="padding-left: 40px;">The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer.</p> <p style="padding-left: 40px;">The designer prepares a contract document and ensures that this document states clearly the following:</p> <p>.1 A risk assessment of the project and the H&amp;S specification of the client.</p> <p>.2 All relevant information to enable the pricing of the contract.</p> <p>.3 Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety officer is required on site.</p> <p>.4 (i) Geotechnical information<br/>(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.<br/>(iii) The method and sequence of the process. This should identify the priorities of the client.</p> <p>.5 Inherently dangerous procedures should be avoided in the design.</p> <p>.6 The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too.</p> | <p></p> <p></p> <p></p> <p></p> <p></p> <p>9(2)(a)</p> <p>9(2)(b)</p> <p>9(2)(c)(i) to (iii)</p> <p>9(2)(d)</p> <p>9(2)(e)</p> |
|---|--|

- |     |   |
|-----|---|
| 9.3 | The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.  |
| 9.4 | The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.  |
| 9.5 | <p>The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&amp;S specification.</p> <p>Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.</p> <p>He should open and then maintain his H&amp;S file through the duration of the contract.</p> <p>He should then further adhere to the provisions of the H&amp;S regulations.</p> |
| 9.6 | He should hand over the H&S file (recommend to do that with the designer's as-built drawings).  |
| 9.7 | The designer should stop the work if he has reason to belief that the contractor is executing work in an unsafe manner.   |
| 9.8 | Likewise should the principal contractor stop the work of his contractor(s) should he have reason to belief that such contractor is not working safely.   |

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#### **SECTION 10**

#### **10. CONTRACT DOCUMENTATION**

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2003.

##### **A. In the Specification section**

##### **1. Health and Safety Specification**

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the MLM who will authorize this in writing.

## **2. Risk Assessment**

This can form part of the contract specifications.

It is necessary to identify to the contractor:

- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S precautions.

## **3. Insurance**

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2003.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

## **B. The Tender Rules**

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the

contractor would not be able to execute the work safely should he be appointed.

The following example is recommended.

Compliance with the Regulations of the H&S Act 2003

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

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#### **SECTION 11**

#### **11. CONCLUSION**

The Construction Regulations 2003 was long overdue in the South African Civil Engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect a contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously

look at its productivity to curb the cost of the implementation process.

## **1.0 SCOPE**

*This part of the specification has the objective to assist principal contractors entering into contracts with The Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements, and the principal contractor remains responsible for the health and safety of his employees and those of his Mandataries. Principal and other contractors should therefore insist that this part of the specification form part of any contract that he may have with other contractors and/or suppliers.*

*This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.*

## **2.0 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS**

### **2.1 Hazard Identification and Risk Assessment (Construction Regulation 7)**

#### **2.1.1 Risk Assessments**

*Paragraph 4 contains a generic list of risk assessment headings that have been identified by The Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to bid.*

#### **2.1.2 Development of Risk Assessment**

*Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).*

*The risk assessment shall include at least:*

- *the identification of the risks and hazards to which persons may be exposed*
- *the analysis and evaluation of the risks and hazards identified*
- *a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.*
- *a monitoring plan and*
- *a review plan*

*Based on the risk assessment, the principal contractor shall develop set site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Employer before construction on site commences.*

*Despite the risk assessment listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments.*

*All variations to the scope of work shall similarly be subjected to a risk assessment process.*

### **2.1.3 Review of Risk Assessment**

*The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meetings as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide The Employer, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3.*

## **2.2 Legal Requirements**

*A principal contractor shall, as minimum, comply with:*

*The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up to date copy of which shall be available on site at all times.*

*The Compensation or Occupational Injuries and Diseases Act (Act 130 of 1993), an up to date copy of which shall be available on site at all times.*

*Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mine’s Health and Safety Act and Regulations shall be available on site at all times.*

## **2.3 Structure and Responsibilities**

*It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(10), and 5(12) includes in his agreement with such contractors the following:*

- *OH& S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”*
- *OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his / her/ their respective appointment forms.*

### **2.2.3 Further (Specific) Supervision Responsibilities for OH & S**

*The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note it is a generic list only and is intended for use as a guideline.*

*Ref. Section/ Regulation in OHS Act*

*Batch Plant Supervisor*

*(Construction Regulation 6(1))*

*Construction Vehicles/ Mobile Plant/ Machinery Supervisor*

*(Construction Regulation 21)*

*Demolition Supervisor*

*(Construction Regulation 12)*

Drivers/Operators of Construction Vehicles/ Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Control	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(Construction Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Material Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OH&S Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling under Pressure Supervisor	(Construction Regulation 13)
Vessel under Pressure Supervisor	(Vessel under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

*In addition The Employer requires that a Traffic Safety Officer be appointed. The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The Employer. All changes shall also be communicated to the Employer.*

*The principal contractor or shall, furthermore, provide The Employer with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.*

*Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a component safety officer.*

### **2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)**

*Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 5 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.*

#### **2.3.4 Duties and Functions of the OH&S representatives (Section 18 of the OH&S Act)**

*The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.*

#### **2.3.5 Appointment: of OH&S Committee (Section 19 and 20 of the OH&S Act)**

*The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.*

### **2.4 Administrative Controls and the Occupational Health & Safety File**

#### **2.4.1 The OH&S File (Construction Regulation 5(7))**

*As required by the Construction Regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:*

- *Notification of construction work (Construction Regulation 3)*
- *Latest copy of OH&S Act (General Administrative Regulation 4)*
- *Proof of registration and good standing with COID Insurer (Construction Regulation 4(g))*
- *OH&S plan agreed with the client including the underpinning risk assessment/s and method statements (Construction Regulation 5(1))*
- *Copies of OH&S committee and other relevant minutes*
- *Designs/Drawings (Construction Regulation 5(8))*
- *A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)*
- *Appointment/designation forms as per paragraphs 2.1.1 and 2.1.2*
- *Registered as follows:*
  - *Accident/incident register (Annexure 1 of the General Administrative Regulations)*
  - *OH&S representatives' inspection register*
  - *Asbestos demolition and stripping register*
  - *Batch plant inspections*
  - *Construction vehicles and mobile plant inspections by controller*
  - *Daily inspection of vehicles, plant and other equipment by the operator/driver/user*
  - *Demolition inspection register*
  - *Designer's inspection of structures record*
  - *Electrical installations, equipment and appliances including portable electrical tools)*
  - *Excavations inspector*
  - *Explosive powered tool inspection, maintenance, issue and returns register (incl. Cartridges and nails)*
  - *Fall protection inspection register*

- *First aid box contents*
- *Fine equipment inspection and maintenance*
- *Formwork and support work inspections*
- *Hazardous chemical substances record*
- *Ladder inspections*
- *Lifting equipment register*
- *Materials hoist inspection register*
- *Machinery safety inspection register (incl. Machine guards, lock-outs etc.)*
- *Scaffolding inspections*
- *Stacking and storage inspection*
- *Inspection of structures*
- *Inspection of suspended platforms*
- *Inspection of tunnelling operations*
- *Inspection of vessels under pressure*
- *Welding equipment inspections*
- *Inspection of work conducted near water*
- *All other applicable records including traffic safety officer reports.*

*The Employer will conduct an audit on the OH&S file of the principal constructor from time-to time.*

## **2.5 Notification of Construction Work (Construction Regulation 3)**

*The principal constructor shall, where the contract meets the requirements laid down in Construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to The Employer for record keeping purposes.*

## **2.6 Training and Competence**

*The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken.*

*Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract progresses and the work situation changes. Records of all training must be kept on the OH&D file for auditing purposes.*

## **2.7 Consultations, Communication and Liaison**

*OH&S liaison between the client, the principal contractor, the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In*

*addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.*

*Consultation with the workforce on OH&S matters will be through their supervisions, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or/his/her agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc. The principal contractor's most senior manager on site shall be required to attend all OH&S meetings.*

## **2.8 Checking Reporting and Corrective Actions**

### **2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))**

*The Employer will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.*

### **2.8.2 Other Audits and Inspections by The Employer**

*The Employer reserves the right to conduct other hoc audits and inspections as deemed necessary. This will include site safety walks.*

### **2.8.3 Contractor's Audits and Inspections**

*The principal contractor is to conduct his own monthly internal audits to verify compliances with his own OH&S management system as well as this specification.*

### **2.8.4 Inspections by OH&S Representatives and other Appointees**

*OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle and machinery drivers, operators and users must conduct daily inspections before start-up.*

### **2.8.5 Recording and Review of Inspection Results**

*All the results of the above mentioned inspections shall be in writing at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.*

## **2.9 Accidents and Incident Investigation (General Administrative Regulation 9)**

*The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigations shall be entered into an accident/incident register listed in paragraph 2.4.1*

*The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.*

#### **2.10 Reporting**

*The principal contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.*

### **3.0 OPERATIONAL CONTROL**

#### **3.1 Operational Procedures**

*Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:*

- *to be conversant with Regulations 8 to 29 (inclusive)*
- *to comply with their provisions*
- *to include them in his OH&S plan where relevant*

#### **3.2 Emergency Procedure**

*Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.*

#### **3.3 Personal & Other Protective Equipment (Section 8/ 15/ 23 of the OH&S Act)**

*The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.*

*Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.*

*Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any*

*hazards being present and that allows them to work safely and without risk to health in the hazardous environment.*

*It is a further requirement that the contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.*

*Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.*

*The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.*

### **3.4 Other Regulations**

*Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.*

### **3.5 Public Health and Safety (Section 9 of the OH&S Act)**

*The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This includes:*

- *Non-employees entering the site for whatever reason*
- *The surrounding community*
- *Passers-by to the site*

## **4.0 PROJECT/S SPECIFIC REQUIREMENTS**

### **4.1 List of Risk Assessments**

- **Clearing and Grubbing of the areas/site**
- **Site establishment including:**
  - **Offices**
  - **Secure/safe storage for materials and equipment**
  - **Ablutions**
  - **Sheltered eating area**
  - **Maintenance workshop**

- Vehicle access to the site
- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lightning and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of the non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes and lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/AIDS and other diseases
- Use of portable electrical equipment including
  - Angle grinder
  - Electrical drilling machine
  - Still saw
- Excavation including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- Welding including
  - Arc welding
  - Gas welding
  - Flame cutting
  - Flame cutting
  - Use of LP gas torches and appliances
- Loading and offloading of truck
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and powering operators
- Driving and operation of construction vehicles and mobile plant including.
  - Trenching machine
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in pipelines
- Backfilling trenches
- Protection against flooding
- Gabion work
- Use of explosive
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise

- As discovered from any inspection and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO.: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

**FORM C1.5      SUPPLY CHAIN MANAGEMENT POLICY**

Please refer to Winnie Madikizela Mandela LM Procurement Policy.

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO.: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

**C2      PRICING DATA**

**C2.1      Pricing Instructions**

**C2.2      Bill of Quantities**

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO.: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

## C2.1 : PRICING INSTRUCTIONS

### Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.
2. The units of measurement described in these Bill of Quantities are metric units. Abbreviations used in these Bill of Quantities are as follows:

%	=	percent	m <sup>2</sup> -pass	=	square meter-pass
h	=	hour	m <sup>3</sup>	=	cubic meter
ha	=	hectare	m <sup>3</sup> -km	=	cubic meter/kilometer
kg	=	kilogram	MN	=	mega newton
kl	=	kiloliter	MN.m	=	mega newton-meter
km	=	kilometer	MPa	=	mega Pascal
km-pass	=	kilometer-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	PC sum	=	Prime Cost sum
l	=	liter	R/only	=	Rate only
m	=	meter	sum	=	lump sum
mm	=	millimeter	t	=	ton (1000 kg)
m <sup>2</sup>	=	square meter	W/day	=	Work day

3. For the purpose of these Bills 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 COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

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.

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 Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the 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.
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. All items in the Bill of Quantities need to be completed separately. No grouping of items with a single lump sum will be allowed.
9. The quantities set out in these 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 this 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 these 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 COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.
9. The Bills of Quantities in the Tender Document must be completed in Black Ink and signed.
10. The Bills of Quantities in the Tender Document must be fully completed – every item must be priced.

11. The contract will come to an end when either the money or the time period is finished. It is the sole discretion of the Municipality to increase the quantities or not.

## **WINNIE MADKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO.: WMMLM 00092 M A/R & B**

### **REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

<b>C2.2: BILLS OF QUANTITIES</b>
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AS PER COLTO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORK 1998, PREPARED BY THE COMMITTEE OF LAND TRANSPORT OFFICIALS.

## **WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO.: WMMLM 00092 M A/R & B**

### **REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

C3: PROJECT SPECIFICATIONS

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### **C3.1 STANDARD SPECIFICATIONS**

The Standard Specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 edition.

#### **C3.2: PROJECT SPECIFICATIONS**

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

*Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.*

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover

all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

## **PART A: GENERAL**

### **1. DESCRIPTION OF THE WORKS**

#### **1.1 Location of the Works**

This road is situated in Ward 25, within the jurisdiction of Winnie Madikizela Mandela Local Municipality which forms part of Alfred Nzo District Municipality in the Eastern Cape Province. The service provider will construct the access road as per the specification shown in the BOQ.

#### **1.2 Overview of the Works**

This description is a broad outline of the Contract of works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

The service provider will construct the gravel access road for the duration stated in the contract. The project (Rehabilitation of Qobo to Sizindeni Access Road) entails the construction of a gravel access road, site establishment, 150mm road bed layer, installing of storm water pipes, 150mm wearing course, construction of headwalls and cleaning the site after completion. Drawings will be made available for any of the structures that will require construction.

#### **1.3 Extent of the Works**

The scope of the works will include the following:

- (a) Contractor's establishment on site: The establishment of the contract's organisation, camp and constructional plant on site and their removal on completion of the contract.
- (b) 150mm road bed layer and 150mm wearing course.
- (c) Accommodation of traffic: traffic control and accommodation of traffic including the erection, removal and reuse of temporary road signs and where necessary, the construction and maintenance of deviations.
- (d) The construction of storm water drainage facilities, and road signage
- (e) The installation of speed control measures

#### 1.4 Material sources, spoil and stockpile areas

The design pavement structure is as follows:

Layer	Description	Treatment	Construction Density	TRH 14 Code	Thickness (mm)
Wearing Coarse Layer	Natural Gravel		95% MAASHTO	G7	150
Subgrade	Natural Gravel	Rip and/or recompact	93% MAASHTO	G7/G9	200mm
Total					350

#### 1.5 Accommodation of traffic

The road network under construction may be situated within a residential area and access for residents of this area will be available at all times. The general public will be accommodated with half width construction and diverted on other alternate routes where possible. Road closures will only be permitted through written approval from the Winnie Madikizela Mandela Local Municipality.

#### 1.6 Existing services

Refer to Section C4.3.

#### 1.7 Environment

The Contractor's attention is called to clause B1230 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification.

#### 1.8 Labour

Local labour is to be used and the employment of such labour is to be effected by the Contractor through liaison with Community Liaison Officer (CLO) who shall assist the Contractor with the recruitment of local labour to ensure an equitable distribution of people employed from those wards in the vicinity of the works.

#### 1.9 Maintenance of the works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 3<sup>rd</sup> Edition and the standard specifications with respect to the care and protection of the Works.

*The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Completion.*

#### **1.10 Testing of materials**

*The Contractor shall carry out the required process control testing as specified in terms of the COLTO standard specifications.*

#### **1.11 Power supply and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

#### **1.12 Construction in confined areas**

*It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.*

#### **1.13 Contractor's campsite**

Possible locations for a campsite shall be pointed out at the site hand-over meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and the Project Liaison Committee (PLC) associated with the project. N/A

#### **1.14 Additional requirements for construction activities**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles

so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the maintenance of deviations. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

## **2. DRAWINGS**

The reduced drawings that form part of the Tender documents shall be used for Tender purposes only.

The Contractor shall be supplied with three complete sets of unreduced paper plots of the construction drawings. These prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor which the Engineer requires to complete the as-built drawings shall be supplied to the Engineer before a certificate of completion shall be issued.

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

*The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.*

## **3. CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **3.1 Recording of weather**

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

### **3.2 Unauthorised persons**

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the construction site.

**3.3 Management meetings**

Site meetings will be held on a monthly basis at a time and place to be agreed upon.

**3.4 Daily records**

The Contractor shall keep a site diary book, which is to be kept on site at all times. Both the Contractor and the Engineer's Representative on site will sign the site diary everyday.

The following to be recorded in the site diary:

- (a) daily records of labour and plant return employed on site
- (b) the work performed on the site
- (c) weather conditions
- (d) materials on site
- (e) delays

**3.5 Payment certificates**

*The full back-up documentation such as measurement sheets signed by both the Contractor and the Engineer to substantiate the claims in payment certificate, shall accompany the payment certificate claim for the Employer to expedite verification and certification.*

**C3.2: PROJECT SPECIFICATIONS**

**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the COLTO Standard Specifications, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'B' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'B'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

## **SECTION 1200:           GENERAL REQUIREMENTS AND PROVISIONS**

### **B1202     SERVICES**

*Delete and replace the words:*

“Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with “Clause 5.6 of the General Conditions of Contract for construction works 2015, 3<sup>rd</sup> edition”.

### **B1204     PROGRAMME OF WORK**

A bar chart programme shall be provided showing the various activities and clearly defined critical path. The programme shall be updated monthly in accordance with the progress made by the Contractor and submitted to the Engineer's representative two days before the following site meeting.

In drawing up this programme, the Contractor shall make allowance for the following:

- (i)     All special non-working days defined in the contract document
- (ii)    Use of local labour and training requirements
- (iii)   Accommodation of traffic.

*Add the following new subclause:*

“(c) General requirements

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of the work completed per activity against the original programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Engineer may demand from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of demand”

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following:*

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

**B1209 PAYMENT**

(b) Rates to be inclusive

*In the 3<sup>rd</sup> line, after the word “quantities”, insert “together with the payment of VAT as a separate item,”*

*Amend subclause (e) Materials on site by deleting and replacing the words:*

“Clause 52 of the general conditions of contract” in the first sentence of the first paragraph with Clause 6.10 of the General Conditions of Contract for construction works 2015, 3<sup>rd</sup> edition.

*Add the following subclause:*

“(g) Trade Names

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials.”

**B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

*Delete and replace the words in the first paragraph:*

“Clause 54 of the general conditions of contract” in the forth line of the first sentence with Clause 5.14 of the General Conditions of Contract for construction works 2015 3<sup>rd</sup> edition.

*Add the following paragraph:*

“In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor.”

**B1214 CONTRACTOR’S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

Add the following to the first paragraph of subclause (d) (ii):

“This is also required with respect to fences, gates, campsites, bypasses and material spoiled on private property.”

Add the following to the last paragraph of subclause (d):

“These written statements, as required in Clause 1214 (b) – (e) shall be handed to the Engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Engineer.”

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

*Replace the first paragraph with the following:*

“Extension of time in terms of Clause 42 of the general conditions of contract for construction works 2015 Third edition in respect of abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

*Add the following to Method (ii) (Critical-path Method):*

The number of days per month on which work is expected not to be possible as a result of normal rainfall, for which the Contractor shall make provision (“n”), is given in Table B1215/1. In his tendered rates, prices and programme the

Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in Table B1215/1 will qualify for consideration of extension of time.

TABLE 1215/1: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

MONTH	EXPECTED NUMBER OF WORKING DAYS LOST AS A RESULT OF NORMAL RAINFALL
JANUARY	3
FEBRUARY	3
MARCH	3
APRIL	2
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	2
NOVEMBER	3
DECEMBER	3
TOTAL	25

If no abnormal rainfall or other inclement weather period occurs during a specific calendar month(s), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions the days will fall away and will not be considered in extension of time claims which may arise later during the contract period.

During the execution of the works, the Engineer's representative will certify a day lost due to abnormal rainfall and adverse weather conditions if no work was possible on the relevant working day (based on a five day working week) on any item which is on the critical path according to the latest approved construction programme."

**B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED**

*Delete and replace the words in the first paragraph:*

“Clause 35 of the general conditions of contract” in the second line of the first sentence with Clause 8.1 of the General Conditions of Contract for construction works 2015 third edition.

**B1224 THE HANDING-OVER OF THE ROAD RESERVE**

*Add the following:*

The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

**B1229 SABS CEMENT SPECIFICATIONS**

*The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.*

**B1230 ENVIRONMENTAL IMPACT CONTROL**

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any

circumstances is allowed.

- (e) 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 bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorized disposal facilities.
- (g) Control of invader species of plants.
- (h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.

No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for Item 13.01 but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

#### **B1231 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act.

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

#### **B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE**

Compliance with Road Traffic Act:

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

- (a) The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- (b) Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

## **SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

### **B1302 GENERAL REQUIREMENTS**

### **B1303 PAYMENT**

*Add the following to Subclause (i):*

"The tendered sum for sub item 13.01 (a) also includes full compensation for the complete relocation of the Contractor's camp or temporary road camps from one road or area to another during the course of the contract.

Under this pay item 13.01 he shall also make allowance for the provision of two labourers to assist the Engineer or the Engineer's representative as and when required for checking and measuring the various items of work.

The Contractor must make allowances for the provision and erection of 2 No. Contract Name boards, as per the drawings, in his rate tendered for pay item 13.03."

*Add the following after the fourth paragraph:*

"Should the combined total tendered for sub items (a), (b), and (c) exceed 18% of the tender sum (excluding contingencies, CPA and VAT), the Tenderer shall state his reasons in writing for tendering in this manner."

*Add the following at the end of this pay item:*

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly

entitled to such compensation in terms of Clause 5.12 of the General Conditions of Contract, 3<sup>rd</sup> edition 2015, shall be calculated as follows:

- (i) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is “month” shall be deemed to be based upon an average of 22 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is “month”.

#### **B1302(d) COMMUNITY LIAISON OFFICER**

The Project Steering Committee or the Ward Committee shall appoint a community liaison officer for the duration of this contract. The Contractor shall direct all his liaison efforts with the local community through the appointed officer.

It is not anticipated that the community liaison officer’s duties will entail a full day’s work, and the Contractor can utilize the community liaison officer to undertake additional duties with the Engineer’s approval.

The Community Liaison Officer’s duties will include:

- (i) to be available on site daily between the hours of 07h00 in the morning until 17h00 in the afternoon;
- (ii) to determine, in consultation with the contractor, the needs of local labour in terms of relevant technical training, responsible for the identification of suitable trainees;
- (iii) to communicate daily with the Contractor and the Engineer to determine the local labour requirements with regard to the numbers and skills, to identify possible labour disputes and to assist in their resolutions;
- (iv) to ensure the timeous availability of suitable local labour after consultation with appropriate structures and the establishment of a “labour desk”.
- (v) to attend all meetings in which the community and/or labour is present or is required to be represented, in particular attend each monthly/site progress meeting to report on local labour involved and to table relevant issues;
- (vi) to assist in the identification and screening of labourers from the community after consultation with local structures in accordance with the contractor’s requirements;
- (vii) to inform local labour of their conditions of temporary employment and to inform local labourers when their period of employment will be terminated;
- (viii) to attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (ix) to ensure that all labourers involved in activities where tasks have been set are fully informed regarding the principle of task work;
- (x) to keep a daily written record of his interviews and community liaison activities;

- (xi) to compile and maintain labour records as required on a weekly basis;
- (xii) all such activities as agreed upon between all parties concerned.

The Community Liaison Officer shall be fluent in Xhosa and English and shall have excellent communicative skills, all to the approval of the Engineer.

**Add this item on section 1300**

<b>Item</b>	<b>Unit</b>
<b>B13.03 Community Liaison Officer, PSC &amp; Servicing of Construction equipment</b>	
a) Community Liaison Officer	Prov
Sum	
b) Remuneration for Community Liaison Officer	Prov Sum
c) Payment required for servicing construction equipment	Prov Sum
d) Handling Costs and Profit in respect of sub-item B13.03(a)(b)(c) above.	%

A provisional sum is provided for the cost of Community Liaison Officer, PSC & payment for servicing of Construction Equipment by the designated supplier, which will include the salary of the Community Liaison Officer for the duration of the contract. The Community Liaison Officer may possibly not be required on a full-time basis and this provisional sum will therefore be expended as approved by the Engineer.

The percentage tendered for handling costs and charges shall cover all additional cost for the Contractor over and above the sums paid under sub item (a)."

**Add to section 1300**

<b>Item</b>	<b>Unit</b>
<b>B13.03 Accredited training programme</b>	
c) Steering Committee	Prov
Sum	
Student training	
a) Handling Costs and Profit in respect of sub-item B13.02(a) above.	%

A provisional sum is provided for the cost of Student in Training which will be the

salary of the recruited student by the Municipality for the duration of the contract.

**Add to section 1300**

**Item**

**Unit**

**B13.04 Construction Nameboard**

d) Supply, Erect and maintain Construction Name Board PC Sum

A prime cost sum is provided for the cost of supplying, erect and maintenance of construction name boards for the duration of the contract

**SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEERS SITE PERSONNEL**

**B1406 PAYMENT**

*Add to the following pay items:*

**"Item**

**Unit**

**B14.11 a) Cellphone airtime for the engineer's site personnel** Prov  
**Sum**

**b) Handling cost and profit in terms of sub item B14.11 (a)** %

The unit of measure shall be the provision of a total amount of R 416.66 worth of airtime per month by the Contractor to the Engineer's site personnel for the duration of the contract.

The percentage tendered for handling costs and charges shall cover all additional cost for the Contractor over and above the sums paid under subitem (a).

**SECTION 1500: ACCOMMODATION OF TRAFFIC**

**B1501 SCOPE**

*Add to Clause 1501 the following:*

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the

requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer and the Employer.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

#### **B1502 GENERAL REQUIREMENTS**

- (b) Providing Temporary Deviations

*Add to Sub-clause 1502(b) the following:*

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

- (i) Traffic Safety Officer

*Add to Sub-clause 1502(i) the following:*

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

*Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:*

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign,

barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to

Identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.”

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor’s Site Agent. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor’s establishment on site.

*Add to Sub-clause 1502(i) the following new sub-sub-clauses:*

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause

1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.”

*Add the following new Sub-clauses to Clause 1502 :*

(j) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer’s instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in

which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

(l) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

*Replace the first sentence of the first paragraph of Clause 1503 with the following:*

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks, and remove them when no longer required.

It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

*Replace the third paragraph of Clause 1503 with the following:*

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

(b) Road signs and barricades

*Add to Sub-clause 1503(b) the following:*

The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply with the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelization devices and barricades

*Add to Sub-clause 1503(c) the following:*

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

(e) Warning devices

*Add to Sub-clause 1503(e) the following:*

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

*Add the following New Sub-clauses to Clause 1503:*

**(g) Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform to the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

**(h) Safety jackets**

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with three jackets. No separate payment will be made for the jackets.

**B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS USED AS TEMPORARY DEVIATIONS**

*Add to Clause 1511 the following:*

Where applicable, all references to gravel roads and/or diversions shall also include gravel shoulders used as diversions.

**B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS**

*Amend Clause 1513 as follows:*

*In the third line of the third paragraph, delete "4 km" and replace with "1 km".*

**SECTION 1600: OVERHAUL**

## **B1602 DEFINITIONS**

- (a) Overhaul material

*Add to Sub-clause 1602(a) the following:*

Overhaul is not measured separately for payment for materials obtained from commercial sources.

- (b) Overhaul

*Delete Sub-clause 1602(b) and replace with*

On this Contract, ordinary overhaul only will apply. Ordinary overhaul shall apply to all overhaul material in respect of haul in excess of 1.0 km. Overhaul shall be measured by the product of the volume of the material hauled, measured as specified, and the overhaul distance as defined in Clause 1602(e) of the standard specifications.

- (d) Free-haul distance

*Delete from the second sentence the words “, except cut and borrow to fill and cut to spoil material where the freehaul distance is 0.5 km.”*

## **B1603 MEASUREMENT AND PAYMENT**

*Add to Clause 1603 the following:*

Item 16.01 will not apply for this contract and the rates for materials hauled for all distances less than 1km shall be deemed to be included in the tendered rates.

## **SECTION 1700: CLEARING AND GRUBBING**

### **B1704 MEASUREMENT AND PAYMENT**

Item	Unit
17.01 Clearing and grubbing	hectare (ha)

*Add the following:*

“Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work.”

## SECTION B1800: DAYWORKS

### B1801 SCOPE

This section covers the listing of daywork items in accordance with the general conditions of contract, for the use of determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

### B1802 ORDERING OF DAYWORK

No dayworks shall be undertaken unless written authorization has been obtained from the Engineer. Payment for dayworks without written approval from the Engineer will not be considered.

### B1803 MEASUREMENT AND PAYMENT

	Item	Unit
	B18.01 Personnel	
(h)	(a) Unskilled labour	hour
(h)	(b) Unskilled labour	hour
(h)	(c) Foreman	hour
	<b>B18.02 Equipment</b>	
	(a) Specify	hour (h)
	B18.03 Materials	
Sum	a) Procurement of materials	Prov
	b) Handling cost and profit in terms of subitem B18.03 (a)	%

**B18.04 Transport**

**km**

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. The unit of measurement for item B18.03 shall be a provisional sum and item B18.04 for the kilometre of transport provided. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that personnel and/or plant departs until return.

Measurement shall only be for work instructed and directed by the Engineer, where the Engineer considers no other appropriate rate is available in the schedule of quantities. Prior to the commencement of any work by the labourers described under item B18.01, the Contractor must obtain written consent from the Engineer regarding the classification of all labourers in terms of “unskilled” and “skilled” labourers.

The tendered rates for labour for item B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employers contributions, additional payment for overtime, where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply to vehicles plant and equipment nominated in writing by the Engineer, for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

**SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS**

**B2304 CONSTRUCTION**

(b) Prefabricated concrete kerbing and channeling

*Add to sub-clause 2304(b) the following:*

Kerbing of radius 1m and less shall be cast in-situ in accordance with sub-clause 2304(e).

All precast kerbs shall be provided with continuous in-situ concrete backing

(haunching), the cost of which shall be included in the tendered rate.

**(e) Cast in-situ kerbs and channels**

*Add to sub-clause 2304(e) the following:*

Where new kerbing and channeling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the insitu channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess over break, undermining or staining shall be repaired by the Contractor at his own expense.

**(i) Shrinkage joints for cast in-situ concrete work**

Unless otherwise shown on the drawings, cast in-situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Section of channel which has been cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

**(m) Formwork and finish**

All visible edges of cast in-situ channel shall be rounded with a rounding tool.

**SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

**B3402 MATERIALS**

**(a) General**

*Add to Clause 3402(a) the following:*

The pavement for the road shall be as per the construction drawings and project specifications:

Base	150mm G5/G6 natural gravel from commercial sources.
Subgrade layer	200mm G7/G9 in-situ material ripped and recompacted.

All layers shall comply with the requirements of Tables 3402/1, 3402/2 of the Standard Specification.

**(b) Compaction Requirements**

*Add to Clause 3402(b) the following:*

The compaction requirements of the pavement layers shall be:

Base 97% of modified AASHTO density

Subgrade 93% of modified AASHTO density

**B3406 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add to Clause 3406 the following:*

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8300: Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.

**B3407 MEASUREMENT AND PAYMENT**

*Delete the note at the start of the measurement and payment clause dealing with work in restricted areas.*

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

**SECTION 5600: ROAD SIGNS**

**B5601 SCOPE**

*Replace the contents of this clause with the following:*

“This section covers the erection of permanent road signs alongside and over the carriageway, at intersections and at locations indicated or directed by the Engineer.”

**B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

(a) Road sign boards

*Add the following:*

“The Contractor shall ensure that the sign boards supplied from the manufacturers are correct in all aspects.”

*Add the following new subclauses:*

(h) Chromadek Sections

“Chromadek sections shall be assembled in accordance with the details of the standard plans.

Where joints are approved by the Engineer, they shall be constructed in accordance with the details shown on the standard plans and shall be covered on the rear face after assembly with a 20mm wide PVC corrosion protection tape. The PVC tape shall be covered by a 60mm wide self-adhesive aluminum backed strip such as “Bostik Dit-Sit” or approved equivalent, all as indicated on the standard plans.

Retro-reflective material shall be applied to the section as specified for aluminum sections in Clause 5603(d) of the standard specifications, with the following additional equipment:

Where the letters or legends cross the horizontal joints of the sign panels the lettering or legend shall be cut along the joint and trimmed just short of the 3mm radius bend on the section.

(i) Fastening details

All fastening details to join the sign sections, to edge the assembled sign panel and to fasten the completed panel on to the supports shall be constructed in accordance with the details shown on the standard plans.”

**B5605 STORAGE AND HANDLING**

*Add the following:*

“The following shall not be allowed on the sign face:

- (a) Drilling of holes
- (b) Application of any form of adhesive
- (c) Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective materials, and
- (d) Covering the sign face with an impermeable material that does not allow free circulation of air.”

**B5606 ERECTING ROAD SIGNS**

(d) Field welding

*Replace the content of this clause with the following:*

“No field welding shall be allowed during the erection of any road signs”

(e) Time of erection

*Replace the content of this clause with the following:*

“Road signs shall be erected during and without disrupting the normal free flow of traffic.”

**B5609 MEASUREMENT AND PAYMENT**

*Add the following new item:*

Item	Unit
B56.11 Remove existing signs and supports	No

The unit of measurement shall be the number of each sign type and size of road sign removed.

The tendered rate shall include full compensation for all transport costs, handling, material, labour, supervision and equipment required to:

- a) Accommodate traffic to suit the removal of signs
- b) Remove the existing sign supports, which must be cut off 200mm below the natural ground level, demolish the concrete footings of existing signs to at least 200mm below natural ground level and restore the site where the road signs have been dismantled
- c) Tidy up, clear, trim, dispose of material at an approved spoil site provided by the Contractor, and finish the site around each sign footing.

**SECTION 8100: TESTING MATERIALS AND WORKMANSHIP**

**B8111 TESTS ON PAVEMENTS**

**B8111 (b) Straight-Edge Test for Surface Irregularities on Surfaces with a Coarse Surface Texture**

*Add to sub-clause 8111(b) the following:*

The Contractor shall perform surface irregularity tests on base course by means of a 3, 0 m straight-edge with the necessary wedge as described in Clause 8111 (b), and shall have the straight-edge and wedge on site throughout the production of the base course for the use of himself during process control testing and for the use of the Engineer during acceptance control testing.

## B8117 MEASUREMENT AND PAYMENT

Item 81.03 Providing testing equipment

*Add the following additional subitem:*

Item	Unit
B81.03 (c) Aluminum Straight edge 3 m long plus calibrated wedge Number (No)	

### C3.3 PARTICULAR SPECIFICATIONS

*In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:*

PART C:	STREETLIGHTING SPECIFICATION.....	C
	3.35	
PART D:	ENVIRONMENTAL MANAGEMENT SPECIFICATION.....	C
	3.47	
PART E:	DAYWORK.....	C
	3.51	
PART F:	OHS 1993 SAFETY SPECIFICATION.....	C
	3.53	

### C3.3 PARTICULAR SPECIFICATIONS

#### PART C1: STREETLIGHTING SPECIFICATION

#### GENERAL REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

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## **C1.1 GENERAL**

The General Technical Specification sections in Part (C1) defines the general conditions and technical standards to be employed in the electrical installation as specified in the Project Detailed Specification in Part (C2) of this document.

The term Engineer, used hereinafter, shall mean the Consulting Electrical Engineer or his authorised representative. Where the term Contractor is used it shall mean the Electrical Contractor appointed in terms of this contract. The Main contractor or Builder will be referred to as such.

This section and all other relevant sections in Part (C1) shall be read in conjunction with the Detailed Specification in Part (C2) of this document. Where any statement in Part (C2) is at variance with statements in Part (C1), then the statements in Part (C2) shall take precedence.

“Documents” shall mean the complete set of documents, which comprises the ‘General Technical Specification’, ‘Project Detailed Specification’, Schedule of Quantities’ and ‘Drawings’, as applicable.

## **C1.2 WORKMANSHIP AND REGULATIONS**

The electrical installation work shall be carried out in a neat and workmanlike manner to the approval of the Engineer, and shall be in accordance with:-

1. SANS 10142-1 as amended - Code of Practice for the Wiring of Premises;
2. The Occupational Health and Safety Act 1993, Act 85 of 1993 as amended;  
and
3. The municipal by-laws and any special requirements of the Supply Authority.

4. The Fire Brigade Services Act 1993, Act 99 of 1987 as amended;
5. The National Building Regulations and Building Standards Act 1977, Act 103 of 1997 as amended;
6. The Electricity Act 1984, Act 41 of 1984 as amended.

### **C1.3 SUBMISSION OF FORMS AND NOTICES**

The Contractor shall submit all the necessary application, commencement and completion forms to the Supply Authority as soon as possible after being appointed and arrange to pay the fees that may be necessary.

The Contractor shall liaise with the Supply Authority during the course of the contract to ensure the timely provision of the power supply, and shall confirm with them the final point of cable entry and all their requirements, which shall be included for in this contract.

The Contractor shall also issue notices and make the necessary arrangements with Telkom, SA Transport Services, Provincial or National Road Authorities and other Authorities as may be required with respect to the installation.

### **C1.4 ELECTRICITY SUPPLY**

The nature of the electricity supply is fully detailed in Part (C2), Detailed Project Specification.

Unless otherwise specified, the Engineer will make an application to the Local Supply Authority for an electrical service connection and will make all the necessary arrangements for payment thereof by the Employer.

The Contractor shall ensure that the Consumer's main circuit breaker complies with the Supply Authority's requirements. He shall also allow for attending on the Supply Authority when the supply is connected and ensuring that the service connection is not delayed.

### **C1.5 DRAWINGS AND VERIFICATION OF POSITIONS**

**The working drawings of the Principal Contract shall, however, consist of the following as applicable:**

- The working drawings of the Main Contractor.
- The installation drawings of other Sub-Contractors.

The Contractor shall ensure that he has a set of the latest electrical installation drawings, which are marked "FOR CONSTRUCTION", before commencing work on site, and that the drawings are the latest revision.

The drawings generally show the scope and extent of the proposed work and shall not be held as showing every minute detail of the work to be executed. The layout drawings must be regarded as diagrammatic and the position of all items of electrical equipment indicated on the drawings shall therefore be taken as approximate.

The final positions of all equipment must be obtained by site measurement and must be checked with the engineer, before any installation commences. All discrepancies found must be referred to the Engineer for clarification.

The positions of items of equipment that may be influenced by built-in furniture must be established on site, prior to these items being built in.

The Contractor shall ensure that the positions of items of electrical equipment do not conflict with other equipment and/or fixtures and, in case of doubt, decisions shall be obtained from the Engineer.

No extras will be allowed for making good incorrect work resulting from the Contractor failing to comply with the above and from a lack of verification.

Three (3) copies of shop drawings shall be submitted to the Engineer for reviewing, and to demonstrate compliance with the electrical contract documents. Shop drawings are any drawings, diagrams, schedules, performance charts, and other such data, which are prepared by the Contractor, supplier, manufacturer or distributor, and which illustrate some portion of the electrical contract works. Shop drawings shall show elevations and sections and shall be fully dimensioned.

Any approval of shop drawings by the Engineer, does not relieve the Contractor of his responsibility for compliance with the specification, nor does it relieve him of his responsibility for errors or omissions in shop drawings.

#### **C1.6 MATERIALS AND EQUIPMENT**

All materials and equipment used in the electrical installation shall be new, of recent design and manufactured, and of the best quality available and shall carry the latest SANS mark.

Where called upon by the Engineer, samples shall be submitted for approval.

Materials and equipment on site shall be suitably stored to avoid any possible deterioration or damage through any cause whatsoever. Any replacement or rectification required, due to non-compliance in this regard, will be for the Contractor's account.

#### **C1.7 PRIME COST ITEMS**

The Contractor shall take delivery, unpack, clean, assemble, store, protect and install all prime cost (PC) items as directed by the Engineer and shall be responsible

for all such items until the contract works is completed, handed over and accepted by the Employer. The Contractor shall make due allowance for this in his in his price.

Where any PC sums are specified, they will include a 5% Contractors mark-up.

#### **C1.8 CONTINGENCIES**

Where a contingency sum is included in the Schedule of Quantities, this shall be expended only on written instruction by the Engineer. The contingency sum shall be deducted from the final account in which variations will be fully detailed.

#### **C1.9 VARIATIONS**

Full details of all variations to the contract works, including omissions where applicable, shall be submitted to the Engineer complete with prices and rates.

If requested by the Engineer to do so, the Contractor shall submit all relevant documents to substantiate and support any claims for variations, which are not covered by scheduled rates.

#### **C1.10 MAKING GOOD AND BUILDER'S WORK**

The Contractor will be responsible for making good in all trades of any damage to buildings or other services, which he or his employees may have incurred during the construction of the Works.

The Contractor will be responsible for keeping the site clean and tidy at all times and shall remove from the site rubble and litter resulting from the construction work.

#### **C1.11 EXISTING INSTALLATIONS**

Where work is to be undertaken in or in the proximity of existing occupied buildings, this must be carried out with as little inconvenience and interruption of services as possible. The existing services must be kept operational throughout the duration of the contract and all necessary temporary connections shall be provided. These temporary connections must be electrically safe and free from physical hazard.

All interruptions of electrical supplies, requiring prolonged switch-off periods, shall be carried out outside normal working hours and shall be subject to prior arrangement with the Client. Modification to the existing systems, requiring prolonged switch-off periods, shall be undertaken outside normal working hours.

Where necessary, temporary connections shall be provided for continuity of essential services, as directed by the Engineer.

The Contractor shall liaise directly with all pertinent parties to ascertain the most appropriate times for switching off the power supply.

Tenderer's are to include all such costs for all work referred to in this clause in the tender price.

#### **C1.12 REMOVAL OF ELECTRICAL EQUIPMENT FROM EXISTING INSTALLATION**

Where existing electrical equipment is to be taken down and re-used on the same site, the Contractor shall carefully remove the specified equipment from areas to be demolished or altered, and securely store them within his care until required to be re-installed in the various new positions.

Equipment that is to be re-used must be thoroughly cleaned, checked and re-instated to an acceptable service condition and working order before being re-installed in the new specified positions.

Unless otherwise specified, all un-used equipment shall be handed over to the Employer on completion of the contract. The Contractor shall therefore ensure that this equipment is maintained in good working order.

#### **C1.13 INSPECTIONS**

The Contractor shall attend on the Engineer during all equipment inspections and shall advise the Engineer in good time of the proposed completion of the equipment so that these may be inspected prior to installation.

#### **C1.14 ABBREVIATIONS**

**Abbreviations used in the Contract Documents shall mean:-**

<b>AC</b>	<b>Alternating Current</b>
<b>AFRL</b>	<b>Above Finished Road Level</b>
<b>AGL</b>	<b>Above Ground Level</b>
<b>BCEW</b>	<b>Bare Copper Earth Wire</b>
<b>BGL</b>	<b>Below Ground Level</b>
<b>DC</b>	<b>Direct Current</b>
<b>DP</b>	<b>Double Pole</b>
<b>CCT</b>	<b>Circuit</b>
<b>CSA</b>	<b>Cross Sectional Area</b>
<b>E</b>	<b>Earth</b>
<b>ECC</b>	<b>Earth Continuity Conductor</b>

ELCB	Earth Leakage Circuit Breaker
ELI	Earth Leakage Isolator
EW	Earth Wire
HDGS	Hot Dipped Galvanized Steel
HID	High Intensity Discharge
HPS	High Pressure Sodium
HV	High Voltage
IEC	International Electro technical Commission
LV	Low Voltage
MSB	Main Switchboard
MV	Medium Voltage
PEC	Photo Electric Cell
N	Neutral
PVC	Polyvinyl Chloride
PVCA	PVC/SWA/PVC/PVC Cable
RC	Reinforced Concrete
SANS	South African National Standards
SP	Single Pole
XLPE	Cross Linked Polyethylene Cable

### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART C2: STREETLIGHTING SPECIFICATION**

#### **SPECIFIC REQUIREMENTS FOR ELECTRICAL INSTALLATIONS**

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#### **C2 PROJECT DETAIL TECHNICAL SPECIFICATION**

##### **C2.1 GENERAL**

The Standard Technical Specifications in Part (C1) of this document shall apply unless otherwise indicated in this section. Should there be any conflict between any parts of this document then sections shall be considered in the following order of priority:

Project Detail Technical Specification,  
Drawings,  
Schedule of Quantities, and  
Standard Technical Specification.

## **C2.2 SITE LOCATION AND CONDITIONS**

The site of the proposed street lighting is situated within the Bhongweni community situated south west of the city of Mthatha.

The site is subjected to the following prevailing conditions:

Maximum ambient temperature	-	42° C
Minimum ambient temperature	-	-3° C
Relative humidity	-	80 % at maximum temperature
Altitude	-	± 742m above MSL

## **C2.3 SCOPE OF CONTRACT**

The successful Electrical Contractor, hereinafter referred to as the Contractor, shall be required to provide the complete street lighting installation.

The works in general consists of:-

- Pole excavations and trenching;
- Cabling;
- Backfilling and compacting;
- Erecting short standards;
- Installing luminaires and fittings;
- Testing and certifying the installation

The work comprises the complete street lighting installation, which will include the supply, installation, connection, testing and commissioning and handing over to the Client of the complete installation in working order.

## **C2.4 CABLES**

All cables shall have stranded annealed copper conductors and ECC conductors and shall comply with SANS 1507 as amended.

The final cable routes must be determined on site in conjunction with the Engineer. The actual cable lengths must be measured on site before ordering the cables. The cable lengths must be measured from conductor termination to conductor termination as no payment will be made for superfluous cable. The tender price will be adjusted if the actual cable length installed differs from that specified. The adjustment will be made according to the rate tendered for the particular cable size concerned.

The storage, transportation, handling and laying of the underground cables shall

be in accordance with first class practice and the Contractor shall have adequate and suitable equipment and labour to ensure that no damage is done to the cables during such operations.

The handling and laying of cables shall be carried out in accordance with the following:-

1. Cable laying shall not commence until the trenches have been inspected and approved;
2. Cables shall not be subjected to any undue tension, twists, kinks of any type or improper handling;
3. Care shall be taken where cables are drawn through sleeves and ducts to avoid abrasion, elongation or distortion of any kind. The ends of such sleeves shall be sealed off to the approval of the Engineer after drawing-in of cables;
4. Adequate slack shall be allowed for the termination of cables;
5. No outdoor cable work shall be carried out during inclement weather. Where cables are cut and not immediately made-off, the ends are to be sealed without delay to protect the cable against ingress of moisture;
6. Cables installed in trenches shall be laid at least 150 mm apart over a 75 mm bedding of sifted ground (free of clay) or soft sand. The trench shall then be backfilled with a 75 mm layer of sifted ground or soft soil and then compacted. The trench shall then be filled and compacted in 150 mm layers to the top;

Cables shall be terminated by using the manufacturers recommended method. All terminations must be such that the armouring is bonded to the metal gland plate. Where cables are not glanded-off onto a gland plate, the armouring shall be bonded to the earth bar or terminal using a suitable earthing ring. Cable glands and shall comply with SANS 1213 as amended.

The top of all underground cables shall be installed at the following depths below finished ground (BFGL) or road surface level as applicable:

IN GENERAL AREAS	UNDER ROADS OR	LOAD BEARING AREAS
LV/Control cables	900 mm	900mm
MV cables	1000 mm	1000 mm

LV cables within garden areas shall be installed at a depth of 900mm BFGL.

Where specified, suitable cable markers shall be installed to mark the position and change of direction of all cable routes.

## **C2.5 CABLE ACCESS SLEEVES AND MANHOLES**

It shall be the responsibility of the Contractor to ensure that all the sleeves are

correctly installed. All underground sleeves shall, unless where otherwise specified, comprise uPVC pipes.

Where cables cross under roadways, the top of the sleeves shall be not less than 900mm below the finished level of the road surface.

The top of all underground sleeves, which are installed in general areas other than roadways and load bearing areas, shall be not less than 900mm below finished ground level. PVC warning tape shall be installed 300 mm below finished ground level directly above the sleeves.

Suitable large radius or easy bends shall be allowed where sleeves are to terminate in distribution boards or draw boxes. Before backfilling the ends of all used and unused sleeves shall be sealed with suitable non-hardening watertight compound.

Where applicable all manholes required for the electrical installation shall be installed by the Building Contractor. Sleeves terminating in manholes are to be positioned to provide maximum cable bending radius.

## **C2.6 EXCAVATIONS AND BACKFILLING**

The contractor shall acquaint himself with the position of existing services such as stormwater pipes, water mains, telephone cables, etc. and take the necessary precautions before commencing excavations to prevent disruption of these services. Any damage caused by the Contractor to these services shall be repaired at his cost.

The Contractor shall take the necessary precautions and provide the necessary warning signs and/or lights to ensure that the public and/or employees on site are not endangered. The Contractor shall take the necessary precautions to safeguard existing structures, sewerage works, water reticulation works, roads or other property on the site from any damage or risk of subsidence. Cable trenches for underground LV cables installed in general areas shall be excavated to a depth of not less than 900mm below ground level and the width shall not be less than 500mm for one or two cables. The depth of trenches under roads and load bearing areas as well as for MV cables shall be adjusted to provide the minimum cover as indicated in item (C2.4).

The width shall be increased where more than two cables are laid together so that the cables may be spaced at least 150 mm apart throughout the run. The bottom of the trench shall be level and clear and the bottom sides free from rocks or stones liable to cause damage to the cables.

Cable trenches may not be backfilled before the cables laid on the bedding have been inspected and the cables have been tested. Cable trench shall be backfilled and properly compacted in layers with suitable hand tampers or mechanical stampers to ensure that there is no subsidence. During compaction the soil may have to be moistened to an optimum moisture content to attain an adequate

compaction density. If suitable backfill material is not available at the trenches, the Contractor shall obtain it elsewhere at no additional cost. All surplus ground and rocks shall be removed from the site of works and this cost is included in the Contractor's tender price.

Where called for, prices for additional trenching shall be based on the various types of ground as specified below:

HARD ROCK shall mean granite, quartzite sandstone, slate and rock of a similar or greater hardness, solid shale and boulders over 0.3m<sup>3</sup> in volume.

EARTH shall mean ground that can be removed by pick and hand shovel and includes loose gravel, clay, made-up ground, loose or soft shale, loose oukrip and boulders less than 300mm in diameter. No guarantee is given or implied that blasting shall be required but should this method of removal be necessary and permitted, then the Contractor shall take all responsibility and observe all conditions as set forth in Government and Local Authority regulations.

## **C2.7 WIRING**

Wiring of the installation shall be carried out with PVC insulated copper conductors complying with SANS 150 as amended and which shall bear the SANS mark.

No open wiring nor the drawing of mixed circuits nor the drawing of more than two circuits of the same load per conduit will be permitted.

All wiring of individual circuits shall be harnessed together to facilitate the ease of identification of such circuits.

## **C2.8 LIGHT FITTINGS**

Light fittings shall be BEKA or GENLUX and shall be supplied complete with approved lamps and protective and suitable protective covering.

Lamps and electrical components used in fittings shall comply with the relevant SANS standard and shall bear the SANS mark or alternatively shall indicate compliance with the equivalent IEC standard. "No-name" brands are not acceptable.

Luminaires shall comprise of 80W and 150W post top fittings with 5 amp circuit breakers and include the lamp, all to the approval of the Engineer.

## **C2.9 FIXING DEVICES AND LABELLING**

Fixing equipment and materials shall be selected and engineered to suit the climatic and environmental conditions found on site. Wherever possible, special

precautions shall be taken to avoid contact between dissimilar metals in order to prevent corrosion.

All mounting brackets shall be hot dip galvanized steel after manufacture. All fixings shall be hot dip galvanised, stainless steel or brass as appropriate. No electro-plated galvanised steel fixings shall be permitted.

The Contractor shall adequately label all switches, isolators, etc.

#### **C2.10 MOUNTING HEIGHT OF EQUIPMENT**

Unless otherwise specified, the mounting height shall be 4m measured from the top of the equipment above finished road level.

#### **C2.11 EARTHING**

The Contractor shall effectively earth the complete electrical installation in accordance with SANS 10142-1 as amended and with the requirements of the Supply Authority, before testing and commissioning of the installation.

The type of main earthing must be as required by the Supply Authority, and in any event as directed by the Engineer, who may require additional earthing to meet test standards.

Under no circumstances shall any connection points, bolts, screws, etc. be used for earthing purposes. It will be the responsibility of the Contractor to supply and fit earth terminals or clamps on equipment and materials that must be earthed where these are not provided.

#### **C2.12 TESTING, INSPECTION AND COMMISSIONING**

The Contractor shall test the complete electrical installation in accordance with SANS 10142-1 as amended and with the requirements of the Supply Authority, before final commissioning and handing over of the complete installation.

Tests shall be carried out on all equipment after installation on site. The Engineer reserves the right to witness all tests. The Contractor shall therefore notify the Engineer at least seven (7) days in advance of when he intends testing the installation. During these tests the Contractor will be required to prove the efficiency of the installation to the Engineer.

Prior to carrying out acceptance tests, the Contractor shall operate the entire installation for as long a period as may be required for the satisfactory performance of the installation.

The Contractor shall provide all the necessary instruments for the proper testing of the complete installation. If there is reason to doubt the accuracy of such instruments, the Contractor shall take the necessary action to prove their accuracy.

Each length of cable shall be tested for insulation and polarity. In the case of underground cables this shall be done before backfilling. "DANGER" notices shall be displayed at remote ends of cables under test.

The earth resistance of each down conductor earth electrode shall be measured by means of an approved instrument.

All safety features on equipment and plant and protective devices shall be individually set to suit operating conditions of the works.

All tests shall be properly recorded and copies of the test results as well the Certificate of Compliance shall be submitted to the Engineer prior to the final inspection and handing over of the complete works. Operating records shall be kept once the installation has been commissioned and this shall continue until the acceptance tests have been carried out and the installation handed over.

The Contractor shall ensure that the installation is complete and commissioned in every respect and that there are no major defects prior to notifying the Engineer (in writing) for a final inspection. During the course of the inspection, the Engineer will compile a list of any items requiring further attention. A copy of this list will be provided to the Contractor who will have a period of 7 days in which to rectify the unacceptable items. During the final inspection, the Contractor may be required to carry out random tests on the electrical installation, as directed by the Engineer, and shall therefore provide all the necessary test equipment for this purpose.

The Engineer will accept no major defects and only a limited number of defects during the first delivery or practical completion inspection. Should there be any major defects or an excessive number of minor defects at the first inspection, then the Engineer will terminate that inspection and request that an additional first delivery inspection be arranged by the Contractor.

The Contractor shall note that the complete works cannot be taken over and occupied until the Certificate of Compliance has been submitted and accepted by the Engineer.

On completion of all tests and commissioning of the works, the Contractor shall prepare a complete test report and performance check list which shall be endorsed to the effect that the installation meets with the requirements of the electrical specification and drawings. These, together with guarantees of equipment and all Certificates of Compliance, shall be submitted to the Engineer for reviewing and shall then be inserted in the maintenance manual.

The Contractor shall submit one complete set of marked-up "As-built" record drawings of the whole electrical installation to the approval of the Engineer. These drawings shall show details and positions of all services actually installed in the works. All cables joints, markers, cable sleeves, etc., must be accurately

dimensioned on the drawings.

Retention moneys normally due at the start of the maintenance period will not be released until “As-built” drawings have been prepared to the satisfaction of the Engineer.

#### **C2.13 COMPLETION AND MAINTENANCE DURING THE GUARANTEE PERIOD**

Tenderer's shall give a 12 month guarantee to replace free of charge, any part of the installation in which any manufacturing defects or defects due to poor workmanship may develop within that period. Such period will commence from the date of issue of the Completion Certificate.

Practical completion shall occur when the installation has been completed with the exception of a few outstanding minor items, which must be attended to within a reasonable period of time. Practical completion may also only occur after the installation has been fully tested and is fully compliant with the relevant Codes and Regulations. Occupation of the works after practical completion may only occur after the relevant Certificates of Compliance have been issued to and reviewed by the Engineer.

Completion shall occur when all defects indicated on the Practical Completion Certificate have been successfully attended to, to the satisfaction of the Engineer.

The 12 month maintenance period shall commence from the date when the completion certificate has been issued by the Engineer. Final completion shall occur at the end of the 12 month maintenance period. During the guarantee period the Contractor shall be fully responsible for the complete maintenance of the installation, which shall include materials equipment and labour. Maintenance of the installation shall mean the regular servicing, repairing cleaning and adjustments of the installation as well as free of charge replacement of any defective components during the guarantee period.

A fully qualified and trained person shall examine and test the installation when a fault occurs and shall also perform all the necessary maintenance tasks to ensure smooth and faultless operation.

#### **C2.14 SCHEDULE OF MAKES**

Tenderers may offer alternatives for specific makes of equipment and materials, unless otherwise specified, as follows:

- (a) Tenderer's wishing to offer alternative makes of materials and equipment to those specified, may qualify their tenders with a covering letter, stating the difference in price to their tender between the specific item and the alternative offered.
- (b) The successful Tenderer who wishes to supply any alternative makes must obtain prior approval in writing from the Engineer.
- (c) Tenderers shall ensure to use makes that are available and serviced by a reputable long-standing local firm that is located within close proximity to the site of Works.

### **C3.3 PARTICULAR SPECIFICATIONS**

## **PART D: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

### **D.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

### **D.2 Training and Induction of Employees**

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

### **D.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

#### **D.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

#### **D.5 Access**

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

#### **D.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

#### **D.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

**D.8 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

**D.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

**D.10 Grave Sites**

- Gravesites in close proximity to the road must not be disturbed during construction.

**D.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

**D.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

**D.13      Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

**D.14      Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

**D.15      Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

**D.16      Soil Management**

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.

- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fueling of vehicles must only be carried out at construction camp.

#### **D.17 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

#### **D.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

#### **D.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

## **D.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
  - The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
  - No disposal, or leakage, of sewage must occur on or near the site.
  - All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
  - The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- 
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
  - Concrete rubble must be collected and disposed of as directed by the Project Manager.
  - Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
  - Any spill around the container(s) should be treated as per Section C11 and C16.

## **3.3 PARTICULAR SPECIFICATIONS**

### **PART E: DAYWORKS**

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

#### **E. 1 SCOPE**

According to clause 37.2 of the general conditions of contract for construction works (GCC) 2004 edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 37 of the General Conditions of Contract 2010 second edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

#### **E. 2 TYPE OF WORK**

The Engineer may order daywork in certain cases where it is necessary to vary or to

extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

### **E. 3 MATERIALS**

*Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.*

*Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.*

*The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 37.2.4 of the General Conditions of Contract 2010 second edition.*

### **E. 4 CONSTRUCTION PLANT HIRE**

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 37.2.3 of the General Conditions of 2010 second edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

### **E. 5 SALARIES AND WAGES OF WORKMEN**

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

## **E. 6 MEASUREMENT AND PAYMENT**

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 37.2.5 and 37.2.6 of the General Condition of Contract 2010 second edition with regard to the submission of Dayworks claims.

## **C3.3 PARTICULAR SPECIFICATIONS**

### **PART F: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

#### **F1. SCOPE**

*This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.*

*This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.*

*In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.*

*This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.*

*The following are possible risks associated with this project:*

- Deep excavations in soils requiring shoring or reducing of slopes

- Work with, on or near collapsible materials
- Blasting of hard rock or demolition of concrete
- Potentially harmful gasses when working with bituminous materials
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

## **F2. DEFINITIONS**

For the purpose of this contract the following shall apply:

- (a) “Employer” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “client” as defined in the Construction Regulations 2003. “Employer” and “client” is therefore interchangeable and shall be read in the context of the relevant document.
- (b) “Contractor” wherever used in the contract documents and in this specification, shall have the same meaning as “Contractor” as defined in the General Conditions of Contract.

In this specification the terms “principal contractor” and “contractor” are replaced with “Contractor” and “subcontractor” respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “Engineer” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

## **F3. TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary

resources to carry out the work safely in compliance with the Construction Regulations 2003;

- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

**F4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

**F5. RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

## **F6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

### **6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

### **6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## **F.7 APPOINTMENT OF SAFETY PERSONNEL**

### **7.1 Construction Supervisor**

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### **7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### **7.3 Health and safety representatives**

In terms of Section 17 and 18 of the Act (OHSA 1993) the Contractor, being the

employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

#### **7.4 Health and safety committee**

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

#### **7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;

- (g) Suspended platform operations as described in Regulation 15;
  - (h) Material hoists as described in Regulation 17;
  - (i) Batch plant operations as described in Regulation 18;
  - (j) Explosive powered tools as described in Regulation 19;
  - (k) Cranes as described in Regulation 20;
  - (l) Construction vehicle and mobile plant inspections on a daily basis by a
  - (m) competent person as described in Regulation 21(1);
  - (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
  - (o) Stacking and storage on construction sites as described in Regulation 26;
- and
- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

#### **F8. RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3) (h));
- (j) A copy of the certificate of the system design for suspended platforms

- (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
  - (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
  - (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
  - (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
  - (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1) (j)).

#### **F9. CONTRACTOR'S RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently

documented health and safety plan before commencement of the subcontract.

In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site.

The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the

Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval.

The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain’s chains (Regulation 16)

Where boatswain’s chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993).

Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites  
(Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

*The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.*

## **F10. MEASUREMENT AND PAYMENT**

### **10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

#### **(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### **(b) Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

### **10.2 MEASUREMENT AND PAYMENT**

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

#### **B13.01 Health and Safety Obligations**

The amount must be included in the Contractors general obligations: -

- (i)** The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (ii)** The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
- (iii)** The Client has approved the Contractor's Health and Safety Plan.
- (iv)** The Contractor has set up his Health and Safety File

**ANNEXURE A (to H&S specification)**

**To: The Provincial Director, Department of Labour, .....**

**ANNEXURE A**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3 of the Construction Regulations, 2003**

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor:

.....

- (b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

.....

3. (a) Name and postal address of client:

.....

- (b) Name and telephone number of client's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

- (b) Name and telephone number of designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):

6. Name/s of principal contractor's subordinate supervisors on site  
appointed in terms of regulation 6(2):

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

.....

.....

9. Expected commencement date:

.....

10. Expected completion date:

*ANNEXURE A - Continued*

---

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of contractors on the construction site accountable to principal  
contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....  
*Principal Contractor* *Date*

.....  
*Client* *Date*

- **THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.**
- **ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.**

**SCHEDULE B**

**RECORDS TO BE KEPT ON SITE**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor

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8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

# SCHEDULE C

## OCCUPATIONAL HEALTH AND SAFETY AUDIT SYSTEM

### ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 8	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site  Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	

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Section/ Regulation	Subject	Requirements	Yes/No
Construction. Regulation 8	Roofwork	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 14	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 15	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept	

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Section/ Regulation	Subject	Requirements	Yes/No
		<p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> <li>- load test of whole installation and working parts every 12 months</li> <li>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept</li> </ul> <p>Employees working on Susp.Scaffold medically examined for physical &amp; psychological fitness. Written proof available</p>	
Construction. Regulation 11	Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspections register kept</li> </ul> <p>Method statement developed where explosives will be/ are used</p>	
Construction. Regulation 12	Demolition Work	<p>Competent person/s appointed in writing to supervise and control Demolition work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Engineering survey and Method Statement available on Site</p> <p>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</p>	
Construction. Regulation 17	Materials Hoist	<p>Competent person appointed in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person. Inspections register kept.</p>	
Construction. Regulation 19	Explosive Powered Tools	<p>Competent person appointed to control the issue of the Explosive Powered Tools &amp; cartridges and the service, maintenance and cleaning. Register kept of above</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p> <p>Cleaned daily after use</p>	
Construction. Regulation 18	Batch Plants	<p>Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above</p> <p>Risk Assessment carried out</p> <p>Batch Plant to be inspected weekly by a competent person. Inspections register kept</p>	
Construction. Regulation 13/	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996)	

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Section/ Regulation	Subject	Requirements	Yes/No
Mine Health & Safety Act (29 of 1996)		Risk Assessment carried out	
Construction. Regulation 20/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Store man. Register kept.	
Construction. Regulation 24 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 26	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	

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Section/ Regulation	Subject	Requirements	Yes/No
Construction. Regulation 31/ Environmental Regulation 27	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/ Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site	

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Section/ Regulation	Subject	Requirements	Yes/No
		Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): after installation/re-erection or repairs every 36 months. Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: Carry out a daily inspection prior to use Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept	

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**PROJECT NO.: WMMLM 00092 M A/R & B**

**REHABILITATION OF MNYAMENI ACCESS ROAD & BRIDGE**

**PART C4 SITE INFORMATION**

**C4.1 LOCALITY PLAN – APPENDIX A**

**C4.2 CONSTRUCTION NOTICE BOARD – APPENDIX B**

**C4.3 TENDER DRAWINGS – APPENDIX B**

**C4.4 GEOTECHNICAL REPORTS – APPENDIX C**

