



TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

TSWELOPELE LOCAL MUNICIPALITY

BID No. SCM/TSW/14/2024-2025 UPGRADING OF THE PHAHAMENG STADIUM PHASE 1

CIDB GRADING: 5CE or higher

TENDER DOCUMENT

16 September 2024

EMPLOYER:
Tswelopele Local Municipality
P O Box 3
BULTFONTEIN
9670
Tel: 051 853 1111
Fax: 051 853 1332
Contact Person: Mr. L Malokase
Email: malokase.pmu@tswelopele.org

PREPARE BY:



**MAKHAOTSE, NARASIMULU
AND ASSOCIATES
411B Stateway, Doorn
WELKOM
9459**

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

Address & Telephone no.

CIBD Registration No.

Total price including VAT

Amount in words.....

*** In the event of any conflict between the data provided in this summary and that given in the
Bid, the latter shall apply**

BID CLOSES: 12:00 on Wednesday, 16 October 2024

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

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

The SANS Standard Specifications for Employers Agenting Construction prepared by the Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

The Project Document containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, Form of Offer, General and Particular Conditions of Contract, Pricing Schedule, Project Specifications and Site Information, issued by the Employer (See note 1 below). The Employer's Form of Acceptance and any correspondence from the selected Tenderer, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a Tenderer has been appointed.

Notes to Tenderer

1. At tender stage in paper format.

At contract stage

a bound signed paper copy containing the following documents:

- Returnable schedules relevant to the project
- Agreements and Contract Data
- Pricing Data
- Scope of Work
- Site Information

2. SUBMISSION OF TENDER – Refer to clause C2 in the Tender Data

Information provided by a Tenderer over and above the above elements shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.



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Upgrading of the Phahameng stadium phase - 1

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THE TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE TSWELOPELE LOCAL MUNICIPALITY INVITES INTERESTED TENDERERS TO BID FOR THE FOLLOWING TENDER:

Bid Number	Tender Description	CIDB Grading	Compulsory Briefing Session Date	Evaluation Criteria	Tender document Price	Contact person for enquiries	Closing Date
SCM/TS W/14/2024-2025	Upgrading of the Phahameng stadium phase - 1	5CE or higher	19 September 2024 11h00 Address:01 Bosman Street, civic centre, Bultfontein, 9670	80/20 preferential system. 80 = price 20 = specific goals.	Downloaded from E-TENDER	Technical Enquiries: Malokase.pmu@tswelopele.org Supply Chain Enquiries: loapep@tswelopele.org	16 October 2024 12h00

Documents will be available as from **the 16th of September 2024**, and can be downloaded on **E-TENDER web-site and/or the Municipal website**. Bids to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **Bid number and description**, and placed in tender box at **TSWELOPELE Local Municipality, 01 Bosman Street, Bultfontein, 9670** on or before above stipulated closing date. Bids will be opened immediately thereafter in public in the boardroom at the above-mentioned address. **All bids shall hold good for 90 days as from the closing date of the bid.**

Bids which are not received or deposited in the specified tender box before 12:00 on the closing date of the bid mentioned hereinbefore, will be **marked as late bids and such bids shall not be considered by TSWELOPELE Local Municipality as valid bids.**

NB: Please take note that a Valid Tax Compliance Status Pin (or in the case of Joint Venture, all Document of the partners in the Joint Venture must be submitted with the bid documents). It is the responsibility of service providers to ensure that their tax status remain compliant all the time. Bid documents completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by TSWELOPELE Local Municipality. Lowest or any bid will not necessarily be accepted, and Municipality reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as to accept a bid in whole or part.

Enquiries relating to compliance and bid Documents, should be directed to Ms. Puseletso Mashiane (Manager: Supply Chain & Assets) Email: loapep@tswelopele.org

MR. L LESEANE
MUNICIPAL MANAGER



TSEWELOPELE LOCAL MUNICIPALITY

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We adhere to all relevant Acts including the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, Employment Equity Act No. 55 of 1998.

In terms of Preferential Procurement Regulation of 2022, the TSEWELOPELE Local Municipality will be applying the 80/20 preference point system.

NB: TSEWELOPELE Local Municipality reserves the right to award tenders on the basis of a principle that work shall be fairly or equitably distributed amongst contractors/entities.

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

Failure to submit the following required documents will render the bidders tender disqualified:

- Fully complete and submit the compulsory MBD documents, i.e. MBD 4, MBD 6, MBD 8 and MBD 9 which form part of the tender document.
- Required CIDB grading of 5CE or higher.
- Bidders must attend the compulsory site briefing as indicated above.
- Founding Statement/ Proof of Registration as a Legal Entity
- Valid Tax Clearance Certificates
- Company Profile – CV's, References
- Authority of Signatory
- Certified ID Copies of all Directors
- Letter of Good Standing
- Joint venture agreement (if the tenderer is a joint venture)
- Proof of Registration with Central Supplier Database CSD(CSD Registration Summary Report)
- Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted
- Copy of Company Profile & Proposal (Approach Paper)
- Construction Schedule (preliminary Programme)

NB: Bidders who are listed on the National Treasury's register of defaulters and restricted` suppliers will be automatically disqualified.

ADDITIONAL TENDER REQUIREMENTS

- Valid Tax Clearance (A trust, consortium or joint venture must submit consolidated Tax Clearance or tax clearance of each partner in the trust, consortium or joint venture).
- Company Registration Documents CIPC (Company Intellectual Property Commission).



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- Certified ID copies of company members and shareholders. (NB: date of certification less than 3 months old).

N.B: BIDDERS TO SUBMIT PROOF. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R0.00 and up to R50 million.



THE MINIMUM SCORE FOR FUNCTIONALITY IS 70

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. **The service provider should at least score a minimum of 70 points out of the 100 points in order to be considered in the next evaluation phase**

No.	Technical / Functional Requirements		Weight
1.	Previous experience of similar task / Company proven track record of quality on construction to Construction and Upgrading of Sports facilities or similar structural projects completed. ✓ Previously supervised projects of value R 2.5 million per project or more shall be considered. ✓ Schedule of Company experience to be attached together with appointment letters and final completion certificates of previous projects as evidence from clients, failure to submit such will result in zero (0) points allocated.		30 Points
	◦ 5 - 6 similar assignments / projects	30 points	
	◦ 3 - 4 similar assignments / projects	25 points	
	◦ 1 - 2 similar assignments / projects	10 points	
	◦ 0 projects	0 points	
2.	Qualifications and experience of Key Personnel		
	Professional qualification of Contracts Manager . ✓ A Contracts Manager with a Bachelor of Science Degree/ Bachelor of Engineering in Civil Engineering or Bachelor of Technology Degree in Civil Engineering ✓ Please attach Certified Copies of Certificates and Qualification.		15 points
	Evaluation of Contracts Manager Qualification		
	Proof of Qualifications for contracts manger to be attached	15 points	
	No Proof of Qualifications and/or Professional Registration	0 points	
	Contracts Manager’s experience. ✓ Should demonstrate capacity in terms of experience on similar projects related to Construction and Upgrading of Sports facilities or similar structural projects completed.		



✓ Please attach Comprehensive CV to be attached.		10 Points
Evaluation of Contracts Manager Experience		
◦ No CV attached	0 points	
◦ 1 – 5 Years of experience	4 points	
◦ 6 – 8 Years of experience	6 points	
◦ 9 and above of experience	10 points	
Professional qualification of Site Agent/Manager . ✓ A Site Agent with a Bachelor of Science Degree in Civil Engineering or Bachelor of Technology Degree in Civil Engineering or National Diploma in Civil Engineering ✓ Please attach Certified Copies of Certificates and Qualification.		10 Points
Evaluation of Site Agent/Manager Qualification		
Proof of Qualifications for site agent/manager to be attached	10 points	
No Proof of Qualifications and/or Professional Registration	0 points	
Site Agent/manager's Experience ✓ Should demonstrate capacity in terms of experience on similar projects related to Construction and Upgrading of Sports facilities or similar structural projects completed Please attach Comprehensive CV to be attached.		10 Points
Evaluation of Site Agent/Manager Experience		
◦ No CV attached	0 points	
◦ 1 – 4 Years	4 points	
◦ 4 – 10 Years	6 points	
◦ 10 and above	10 points	
Professional qualification of Health and Safety Practitioner . ✓ A Health and Safety Practitioner with a Safety Management qualification in Environmental Health/ Science Management		10 Points
Evaluation of Health and Safety Practitioner Qualification		
Proof of Qualifications for project leader to be attached	5 points	
No Proof of Qualifications and/or Professional Registration	0 points	
Health and Safety Practitioner Experience ✓ Should demonstrate capacity in terms of experience on construction related projects. ✓ Please attach Comprehensive CV to be attached.		



	Evaluation of Health and Safety Practitioner Experience		
	◦ 1 - 5 Years in construction related experience	3 points	
	◦ 6 or more Years in construction related experience	5 points	
3.	Proposed Schedule/ Programme ✓ Bidder to attach a high-level schedule in Microsoft Project format or similar to demonstrate capacity to plan project activities within stipulated timeframes from appointment to commissioning.		8 Points
	◦ No Gants Chart or similar programme attached	0 points	
	◦ Proposed schedule exceeds (6 months) client's expectations	4 points	
	◦ Proposed schedule is within (6 months) client's expectations	8 points	
4.	Availability/Allocation of resources Bidders to submit Proof of ownership or proof of lease of plant. Vehicle registration documentation of the bidder or lessor to be attached.		7 Points
	◦ 1 x Excavator	1 point	
	◦ 1 x TLB (Tractor Loaded Backhoe)	1 point	
	◦ 2 x Tipper / Dumper trucks	2 points	
	◦ 1 x Roller Compactor	1 point	
	◦ 1 x Rammer / Walk behind roller	1 point	
	◦ 1x Water Tanker	1 point	
	Total points		100

Bidders should note the following:

- Material should be sourced locally (within South African borders).
- The bidder should include appointment letters and completion certificates of previous similar work done.
- Bidders are requested to submit contactable references for verification.
- Where the proposed prices of critical materials to be supplied to the TSWELOPELE Local Municipality are considerably less than the expected market price or rates, the TSWELOPELE Local Municipality reserves the right to verify the proposed prices by requesting quotations directly from the supplier(s) cited in the compilation of the bid.
- TSWELOPELE Local Municipality reserves the right to conduct site visits and interview officials whose academic and professional qualifications have been submitted for verification.
- Proof of registration on the National Centralized Supplier Database (CSD). Only suppliers who are registered on the CSD will be considered for appointment.
- Recommended bidders will be subjected to supplier security screening processes. Only suppliers who obtain security clearance will be considered for appointment.
- Potential suppliers must note that in terms of TSWELOPELE Local Municipality policy, the TSWELOPELE Local Municipality reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.



- **Prospective bidders should be represented at the compulsory site meeting by suitably qualified and experienced individuals who can fully comprehend the scope and complexities of the work involved.**

Documents will be available as from **the 16th of September 2024, and can be downloaded on E-TENDER web-site and/or the Municipal website.** Bids to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the Bid number and description, and placed in tender box at **TSWELOPELE Local Municipality, Private Bag X3, Bultfontein, 9670** on or before above stipulated closing date. Bids will be opened immediately thereafter in public in the boardroom at the above mentioned address. All bids shall hold good for 90 days as from the closing date of the bid.

Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Tender document may result in the tenderer either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Electronic submissions of Tender offers/ bids will NOT be accepted.

Submission of tender offers/ bids by telegraph, telex, telephone, facsimile, or email will NOT be accepted.

If you attempt to submit a tender offer/ bid after the official closing date and time, which offer/ bid will NOT be accepted.

A clearly indexed and numbered tender offer/ bid documents together with all applicable attachments must be deposited into the Tender box at the foyer of TSWELOPELE Local Municipality Building, Private Bag X3, Bultfontein, 9670 by no later than 12h00 on the closing date 16 October 2024.

The requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender data.

TSWELOPELE Local Municipality reserves the right to cancel or/ not to award this tender to any party.



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INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER					
BID NUMBER:	SCM/TSW/14/2024-2025	CLOSING DATE:	16 OCTOBER 2024	CLOSING TIME:	12H00
DESCRIPTION	UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TSEWELOPELE Local Municipality					
1 Bosman Street					
Bultfontein					
9670					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Puseletso Mashiane	CONTACT PERSON		Lebohang Malokase	
TELEPHONE NUMBER	051 853 1111	TELEPHONE NUMBER		051 853 1111	
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	loapep@tswelopele.org	E-MAIL ADDRESS		malokase.pmu@tswelopele.org	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					



TENDER DATA

PART T1: TENDERING PROCEDURES

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

Sub clause	Data
C1	General
	The Employer is the TSWELOPELE Local Municipality
	The Project Document issued by the Employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable documents: T2.1 Returnable Schedules required for Tender Evaluation T2.2 Other Documents required for Tender Evaluation T2.3 Returnable Schedules that will be incorporated into the contract THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance, MBD 7.1 C1.2 Agreement in terms of Occupation Health and Safety Act and Construction regulations 2014 C1.3 Form of Guarantee C1.4 Contract Data Part 2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities C2.3 BOQ Summary and Calculation of Tender Sum Part C3: Scope of work Part C4: Site information



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Sub clause	Data
	The Employer's agent is: Name: MAKHAOTSE, NARASIMULU AND ASSOCIATES (PTY) LTD Address: 411B Stateway Doorn WELKOM, 9459 Contact person: Martin Makhaotse Tel: (057) 733 1169 Fax: (057) 733 2665 E-mail: welkom@mna-sa.co.za
	Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000 The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
	National Treasury Web Based Central Supplier Database (CSD) Registration Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address https://secure.csd.gov.za. It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.
C2	Tenderer's obligations
	Only those tenderers who are registered with the CIDB or are capable of being so registered within 10 working days from the closing date for submission of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB or are capable of being so registered, within 10 days from the closing date for tender; - the lead partner has a contractor grading designation in the 5CE or higher class of construction work



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C.2.7	The arrangements for a compulsory clarification meeting are: Location: TSWELOPELE Municipality; 01 Bosman Street, civic centre; Bultfontein, 9670 Date: 19 September 2024 Time: 11:00 am Tenderers must sign the attendance list in the name of the tendering, entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list
	Construction Industry Development Board (CIDB) Registration Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5CE or higher class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.
	The Procurement document as issued shall NOT be taken apart for purpose of submitting the Tender.
	Alternative Tenders will not be considered.
	Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Joint Venture.
	Each tender offer communicated on paper shall be submitted as one (1) original hardcopy, plus one (1) electronic scanned PDF copy on a CD (compact disc).
	The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning
C.1.1	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: in the foyer of TSWELOPELE LOCAL MUNICIPALITY, 01 BOSMAN STREET, BULTFONTEIN, 9670. Identification details: TENDER No. SCM/TSW/14/2024-2025: UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1
C3.5	A two-envelope procedure will not be followed.
C2.15	Closing time for submission of tender offers is: 12H00 on 16 October 2024
C2.16	The tender offer validity period is ninety (90) days.



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	The Tenderer is required to submit with the tender a letter of intent from an approved guarantor undertaking to provide a guarantee in the format included in Part T2.2 of this document.
	Evidence of tax compliance Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate. Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.
	The Tenderer is required to submit with his tender the following documents: • Tax clearance certificate with status PIN • JV Agreement and Power of Attorney (if applicable) • VAT registration certificate • Workmen's Compensation registration certificate (or proof of payment of contribution in terms of the COID Act no. 130 of 1993) • Company / CC / Trust / Partnership registration certificate • Certified copy of identity document in the case of one-man concerns • Project completion certificates.
C3	The Employer's undertakings
C3.4	Opening of tender submissions The time and location for opening of tender offers: Time: 12:00 on 16 October 2024 Location: TSEWELOPELE Local Municipality, 01 BOSMAN, Bultfontein, 9670
	The Employer shall reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of non-conforming deviation or reservation.



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	The procedure for evaluation of responsive tenders is Method 2 The financial offer will be scored using Formula 2 (option 1) where the value of W1 is: 1) 90/10 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 million, or 2) 80/20 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is between R 500 000 and R50 million. Financial offers from Tenderers who meet the minimum threshold for functionality will be evaluated.
	Eligibility for preference points is subject to the following conditions Tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 931 of 5 June 2017; The certificate shall be in accordance with Government Notice 754 issued by the Department of Trade and Industry on 23 September 2011 under Government Gazette 34612; The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date.
	The functionality criteria in respect of each of the criteria are as follows:



NB. BIDDERS WHO FAIL TO MEET THE MINIMUM THRESHOLD OF 70 POINTS FOR FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION. BIDDERS WHO QUALIFY FOR FUNCTIONALITY WILL BE EVALUATED FURTHER FOR PRICE AND SPECIFIED GOALS COMPLIANCE ONLY.

Note to Bidders:

- **Functionality will be scored out of 100 and bidders who fail to meet the minimum threshold of 70 will not be considered for further evaluation.**
- **Where the tendered amounts of critical materials are considerably less than the expected market rate the Employer reserves the right to request quotations from the suppliers used in the compilation of the bid.**
- **Bidders are requested to submit contactable references for verification.**
- **The TSEWELOPELE Local Municipality reserves the right to conduct site visits and to interview officials whose Curriculum Vitae have been submitted for verification.**
- **Bidders who are listed in the National Treasury register of defaulters will automatically be disqualified.**
- **It is compulsory to complete all applicable MBD forms which are attached as returnable documents.**

Tenders will be evaluated for Functionality. Tenderers who qualify for Functionality will be evaluated further for Price and Specified Goals compliance only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further.

	Tender offers will only be accepted on condition that: a) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the Tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the Tenderer has not over the last five years failed to satisfactorily perform a contract for the Employer and has been issued with a written notice to this effect, and has not abused the Employer's Supply Chain Management System; d) the Tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Service; e) the Tenderer has completed the compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process. Persons in the employ of the State are not permitted to submit tenders or participate in the contract; f) the Tenderer is registered and in good standing with the Compensation Fund or with a licensed Compensation Insurer; and g) the Employer is reasonably satisfied that the Tenderer has, in terms of the Construction Regulations 2014 issued in terms of the OHS Act 1993, the necessary competencies and resources to carry out the works safely. h) the Employer is reasonably satisfied that the Tenderer has, in terms of the Construction the tenderer has properly and comprehensively completed the information required in the Project Document and the Addenda, and has, inter alia properly completed the offer in the "Form of Offer and Acceptance" and the Bill of Quantities.
	The number of paper copies of signed contract to be provided by the Employers Agent is one (1) .
	Additional Conditions of Tender



	Compliance with Occupational Health and Safety Act, 85 of 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Tenderer shall submit with his tender, appended to Schedule: Health and Safety Plan in Returnable Schedules, a Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work. Such Health and Safety Plan shall cover, <i>inter alia</i>, the following details: a) Management Structure, Site Supervision and Responsible Persons including a succession plan. b) Contractor's induction training programme for employees, sub-contractors and visitors to the Site. c) Health and safety method statements and procedures (inclusive of PPE requirements) to be adhered to in order to ensure compliance with the Act, Regulations and the project specific Health and Safety Specification. d) Regular monitoring procedures to be performed. e) Regular liaison, consultation and review meetings with all parties. f) Site security, welfare facilities and first aid. g) Site rules and fire and emergency procedures.
	Claims arising after submission of tender No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have: a) Inspected the Contract Drawings and read and fully understood the Conditions of Contract. b) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. c) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby. d) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. e) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.



	Imbalance in tendered rates In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3. Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the tender.
	Targeted labour It is a requirement of the Contract that the work be executed in such a manner as to maximize the use of labour intensive construction methods in order to provide low and semi-skilled and unskilled employment opportunities
	Community liaison officer It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted local labour, to represent the local community in matters concerning the use of targeted local labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employers Agent and the local communities. The Community Liaison Officer (CLO) will be selected by the Council. An amount of R 7500.00 per month is provisionally allowed for the Community Liaison Officer (CLO) in the schedule of quantities together with an extra-over item for the Contractor's cost, profit, etc. The Contractor must pay the Community Liaison Officer (CLO) at the end of each month and include the amount in his progress claim for payment
	Invalid tenders Tenders shall be considered invalid by the Bid Evaluation Committee if: - the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance - the returnable document is not completed in non-erasable handwritten, or printed, ink or toner; - the Form of Offer and Acceptance has not been signed with an original signature; - the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable; - In a two-envelope system, the tenderer fails to submit a separately sealed financial offer.
	Negotiations with preferred tenderers The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderer provided that such negotiation: - does not allow any preferred tenderer a second or unfair opportunity; - is not to the detriment of any other tenderer; and - does not lead to a higher price than the tender as submitted. If negotiations fail to result in acceptable contract terms, the Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations. Minutes of any such negotiations shall be kept for record purposes.



	General supply chain management conditions applicable to tenders In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender: a) has furnished the Employer with that provider's: i) full name; ii) identification number or company or other registration number; and iii) tax reference number and VAT registration number, if any. b) has indicated whether: i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months; ii) if the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state or has been in the service of the state in the previous twelve months. c) has attended a compulsory site inspection, where applicable. Irrespective of the procurement process followed, the Employer is prohibited from making an award to: a) a person who is in the service of the state; b) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; c) an advisor or consultant contracted with the Employer; or d) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts. In this regard, tenderers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.
	Combating abuse of the Supply Chain Management Policy In terms of its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has: a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory; c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system; d) been convicted of fraud or corruption during the past five years; e) willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or f) been listed with the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector. In this regard, tenderers shall complete Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender not being considered
	UIF payments The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.



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	Requests for contract documents, or parts thereof, in electronic format The Employer shall formally issue tender documents in electronic format if they wish to do so. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following: a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have signed the attendance register. b) Bidders are to submit a hardcopy to the Municipality. c) The Employer shall not accept tenders submitted in electronic format. The tender shall be filled with black ink only along with the rates in the bill of quantity. The pages of the issued Bills of Quantities should not be removed from the tender document. d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document. e) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.



PART T2: LIST OF RETURNABLE DOCUMENTS

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T2.1 Returnable schedule for tender evaluation

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

1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.		
T2.1 : 1	Letter of Good Standing	Please tick if submitted
T2.1 : 2	Authority of Signatory	Please tick if submitted
T2.1 : 3	Valid Tax Clearance Certificate	Please tick if submitted
T2.1 : 4	Proof of Registration with Central Supplier Database CSD(CSD Registration Summary Report)	Please tick if submitted
T2.1 : 5	Certified copy of Certificate of Incorporation(if tenderer is a Company)	Please tick if submitted
T2.1 : 6	Certified copy of Founding Statement (if tenderer is a Closed Corporation)	Please tick if submitted
T2.1 : 7	Certified copy of Partnership Agreement(if tenderer is a Partnership)	Please tick if submitted
T2.1 : 8	Certified copy of Identity Document(if tenderer is a One-man concern)	Please tick if submitted
T2.1 : 9	Joint venture agreement (if the tenderer is a joint venture)	Please tick if submitted
T2.1 : 10	Contractor Registration Certificate issued by the CIDB	Please tick if submitted
T2.1 : 11	Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted	Please tick if submitted
T2.1 : 12	Copy of Company Profile & Proposal (Approach Paper)	Please tick if submitted
T2.1 : 13	Construction Schedule (Preliminary Programme)	Please tick if submitted
T2.1 : 14	Certified ID Copies of all Directors	Please tick if submitted
T2.1 : 15	Company Profile – CV's, References	Please tick if submitted



T2.1:16	Company experience- Appointment letter and Completion certificates (of similar project to the tender)	Please tick if submitted
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T2.1 Returnable schedule for tender evaluation

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T2.1 A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

I,....., chairperson of the board of directors of
....., hereby confirm that by resolution of the board
(copy attached) taken on20...., Mr/Mrs.....acting in the
capacity of....., was authorized to sign all documents in
connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
..... Chairman

2.....
..... Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

.....

hereby authorized Mr/Mrs....., acting in the capacity
of.....to sign all documents in connection with the tender for
Contract.....and any contract resulting from it
on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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



C. Certificate for Joint Venture

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorize Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.



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NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole



T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of

..... (address)

was represented by the person(s) named below at the compulsory meeting held for all
tenderers at(location) on.....(date), starting at

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

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name Signature.....

Capacity.....

Note:
Attendance of the above person(s) at the meeting will be confirmed from the attendance
register completed on the day of the compulsory clarification meeting. Failure to find the
corresponding person(s) details on the attendance register will result in disqualification.



T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

Tenderers are referred to Clause 3.3 of the Scope of Works for the minimum Procurement requirements for subcontractors

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.			
	Name and address of proposed Subcontractor	Company Registration No & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed..... Date.....

Name..... Position.....

Tenderer.....



T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



T2.1 E SCHEDULE OF THE TENDERER’S RECENTLY COMPLETED PROJECTS

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Consulting Employers Agent: contact person & tel.	Description of project	Value of Work Inclusive of VAT	Contract period (R million)	Date completed/ (months)

Attach additional pages if more space is required

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date.....

Name..... Position.....

Tenderer.....



T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the Employer’s opinion:

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

PAGE	DESCRIPTION

Signed.....Date.....

Name.....Position.....

Tenderer.....



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.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

WITNESSES:

1.

.....

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

The purpose of this form is to obtain proof that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months. Bidders to attach a copy of the latest rate and taxes account of the relevant local authority not older than three months.

PART A - to be completed by the relevant municipality in the case where the service provider is the registered owner of the site/owner pays for municipal services/tenant pays for municipal services. The tenderer to attach a copy of the latest rate and taxes account of the relevant local authority not older than three months.

OR

PART B - to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services. The tenderer to attach a landlord copy of the latest rate and taxes account of the relevant



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local authority not older than three months.

PART A (TO BE COMPLETED BY THE LOCAL AUTHORITY)	
Name of the Municipality:	
Property Physical Address:	
Registers Name:	
Official's Name: _____	
Signature: _____	Municipality Stamp Here
Date: _____	
Please indicate whether company/owner/directors in arrears for more than 3 months:	
Rates and taxes:	Up-to date/ in arrears for more than 3 months
Water:	Up-to date/ in arrears for more than 3 months
Electricity:	Up-to date/ in arrears for more than 3 months
Refuse:	Up-to date/ in arrears for more than 3 months
Other services:	Up-to date/ in arrears for more than 3 months
PART B (TO BE COMPLETED BY THE LANDLORD)	
Name of the Landlord:	
Property Physical Address:	
Landlord Signature:	
Date: _____ Landlord's business stamp Here	
Rental:	Up-to date/ in arrears for more than 3 months
Municipal Services:	Up-to date/ in arrears for more than 3 months

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days or 3 (three) months.

Signature

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

at _____ on the _____ day of _____ 20_____
(PLACE) (DATE) (MONTH) (YEAR)

**Even if the requested information is not applicable to the Tenderer, the table above should be endorsed
Not Applicable and THIS DECLARATION MUST STILL BE SIGNED**



T2.1 J CONFIRMATION OF CSD DATABASE REGISTRATION

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
and Joint Venture Partner 2 (if applicable)		

Tenderers who are not registered on the **CSD Database** are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



T2.1 K OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE AND SAFETY PLAN

1.	Does your company have an updated copy of the Occupational Health and Safety Act and the relevant Regulations, (Act 85, of 1993) readily available?	YES/NO
2.	Have you and your supervisors received any training on the requirements of the Act and the relevant regulations? If YES, please provide proof.	YES/NO Attach Proof
3.	Are you, your supervisors and permanent employees aware, informed, instructed or trained in your respective legal liabilities with regard to Occupational Health and Safety Legal Liabilities? If YES, please provide explanatory proof.	YES/NO Attach information
4.	How do you ensure that the requirements of the Occupational Health and Safety Act are complied with by yourself and every person in your employment? Provide an overview	 Attach information
5.	Have you identified as far as reasonably practical all Health and Safety hazards and assessed all associated risks related to your activities and work environment? If YES, please provide evidence.	YES/NO Attach information
6.	If YES, how and what reasonably practical steps do you take to eliminate or mitigate the hazards and associated risks identified? How do you provide and maintain Health and Safety in your work environment for your employees and persons other than those in your employment that may be directly affected by your activities?	Attach information
7.	Do you provide for and maintain systems of work, plant and machinery that, as far as is reasonable practical, are safe and without risk to health? If so, what are they? Please provide evidence	YES/NO Attach information
8.	Do you have a clearly defined scope of authority for your organization, including all supervisors and employees? If YES, please provide a copy of the latest valid organogram and scope of authority (Submit proof).	YES/NO Attach information
9.	Do you have a first aid and emergency procedure or standard and trained first aid employees? If YES, please provide evidence	YES/NO Attach information
10.	Do you provide your employees with personal protective equipment and facilities? If yes, please attach a list of PPE per occupation	YES/NO Attach information



11.	Do you assess the OH&S Performance of any potential sub-contractor? If YES provide a copy of a sub-contractor assessment.	YES/NO Attach information
12.	Who is responsible and accountable for the Occupational Health and Safety of your employees and those persons other than your employees that may be affected by your activities?	Attach information
13.	Please list three (3) recent similar projects and references with regard to your company's safety performance?	Attach information
14.	Please advise us of the following with regard to your company's current Workers Compensation Policy: -Name of insurer: -Policy Number: -Insurance premium as a percentage of payroll: -Attach a letter of good standing from your insurer.	Attach information
15.	Are records of your Workers Compensation premiums over the last year available to us upon request?	YES/NO Attach information
16.	Does your company have a Safety, Health & Environmental (SHE) policy? If YES, please provide an overview.	YES/NO Attach information
17.	Does your company have a recognized/auditable Health and Safety management system? If YES, please provide an overview.	YES/NO Attach information
18.	Do you have active Health and Safety Representatives & Committees in place for each project? If YES, please provide copies of the latest minutes.	YES/NO Attach information
19.	Does your company conduct: a) Annual medical examinations? b) Entry and exit medical examinations?	YES/NO YES/NO Attach information
20.	Does your company keep records for the measurement of Health and Safety performance? * If YES, what indicators are used for this performance measurement? * Please provide copies of the Health and Safety incident register (synopsis) for the past 12-month period. (Refer Annexure A). * Provide the number of employees per month as well as the number of man-hours worked per month for the last 12 months. (Refer Annexure B).	YES/NO Attach information Attach information Attach information
21.	Does your company set Health and Safety targets and objectives? If so, what are they for the current year and indicate how they compare with the previous year	YES/NO Attach information



22.	Has your Health and Safety system been assessed/ audited by an independent party? If YES, please provide a copy of the latest valid assessment/audit for a construction site. (Submit proof).	YES/NO
23.	Does your company employ permanent Health and Safety Officers and or a health and Safety Manager/Coordinator?	YES/NO
24.	Does your company carry out training for personnel in Health and Safety related issues pertaining to your area of capability? If YES, please attach the Health and Safety training requirements for all job categories.	YES/NO Attach information
25.	Does executive management attend health and Safety meetings and carry out executive management safety audits?	YES/NO
26.	Was a health risk assessment done to identify and evaluate health risks due to the potential exposure in conducting their work?	YES/NO

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act,
- 4) Regulations and Safety Specifications.
- 5) Regular monitoring procedures to be performed.
- 6) Regular liaison, consultation and review meetings with all parties.
- 7) Site security, welfare facilities and first aid.
- 8) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Agreement:

I declare that all information provided in the health and safety selection criteria questionnaire and safety plan, are accurate and true. I do realize that the information given by me will be verified and false information will lead to automatic disqualification.

Signed..... Date

Name..... Position.....

Tenderer.....

**T2.1 L KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally. The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of employee	Number of persons			
	Personnel, part of the Contractor's organization		Personnel to be temporarily contracted	
	Male	Female	Male	Female
# Director / Employers Agent				
# Contract Manager				
# Construction Manager				
# Supervisor				
# Safety officer				
Artisans and other skilled workers				
Plant operators				
Unskilled workers				
Others:				

Notes: The categories marked are Key Personnel

CONTRACT MANAGER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR EXPERIENCE

SITE AGENT	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR EXPERIENCE



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FOREMAN / SUPERVISOR	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SAFETY OFFICER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED



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SIGNATURE:

DATE:

(of person authorized to sign on behalf of Tenderer)



T2.1 M COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

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

Name*	Identity no.*	Personal income tax no.*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		

Section 5: Particulars of companies and close corporations:

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record of service of the State:

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of TSEWELOPELE Local Municipality, national or provincial public entity or institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature.



If any of the above are marked, disclose the following:

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

* Insert separate page if necessary

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

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial TSEWELOPELE Local Municipality, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above are marked, disclose the following:

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



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

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

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T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

SOUTH AFRICAN REVENUE SERVICES	Tender No: Closing Date:	
DECLARATION OF GOOD STANDING REGARDING TAX		
PARTICULARS		
1. Name of Taxpayer/Tenderer:		
2. Trade Name:		
3. Identification Number: (If applicable)		
4. Company / Close Corporation registration number:		
5. Income Tax reference number:		
6. VAT registration number: (If applicable)		
7. PAYE Employer's registration number: (If applicable)		
8. Monetary value of tender:		
DECLARATION		
I, the undersigned, the above taxpayer/tenderer, 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.		

***Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

Signed..... Date

Name..... Position.....



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Tenderer.....



TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Signed..... Date

Name..... Position.....

Tenderer.....



T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page:

- Written proof of his registration with the CIDB as a Category 5CE or higher or higher

CIDB REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	CIDB REGISTRATION NUMBER
and Joint Venture Partner 2 (if applicable)		

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the Employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

Signed..... Date

Name..... Position.....

Tenderer.....



T2.2 C COMMISSIONER OF OATH CERTIFICATION

SIGNATURE

DULY AUTHORISED TO SIGN

ON BEHALF OF

ADDRESS

.....

.....

.....

TELEPHONE No.

DATE

COMMISSIONER OF OATHS:

SIGNATURE:

DATE:

STAMP:

MUST BE DATE STAMPED AND SIGNED BY A COMMISSIONER OF OATHS



MBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:



Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**



2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

4. DECLARATION

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

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



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.....
Signature

.....
Date

.....
Position

.....
Name of bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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



1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS



-
- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2022.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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



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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black owned		8		
Women owned		4		
Disability owned		4		
Youth owned		4		

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100%Black-owned enterprise	8	3	CSD Report and ID Copy
41-50% Black-owned enterprise	6	2	CSD Report and ID Copy
31-40%Black-owned enterprise	4	1	CSD Report and ID Copy
21-30% Black-owned enterprise	2	0	CSD Report and ID Copy
0-20% Black-owned enterprise	1	0	CSD Report and ID Copy



Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Women-owned enterprise	4	3	CSD Report and ID Copy
31-50% Women-owned enterprise	3	1	CSD Report and ID Copy
11-29% Women-owned enterprise	2	1	CSD Report and ID Copy
1-10% Women-owned enterprise	1	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Disabled-owned enterprise	4	2	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	1	ID Copy, CSD Report and medical certificate
11-29% Disabled-owned enterprise	2	1	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	0	ID Copy, CSD Report and medical certificate



Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Youth-owned enterprise	4	2	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	1	CSD Report and ID Copy
11-29% Youth-owned enterprise	2	1	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	0	CSD Report and ID Copy

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

T2.2 E DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MDB 8)

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

Item	Question	Yes	No
------	----------	-----	----



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

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



T2.2 F CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

Signed..... Date

Name..... Position.....

Tenderer.....



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- i. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
7. 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.



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

8. 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.
9. 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



T2.2 G FORM OF INTENT TO PROVIDE GUARANTEE AND A BANK RATING LETTER

With reference to Clause C3.3 of the contact, The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect **that the said bank or institution will be prepared to provide a completed guarantee in the format below, without any amendments** when asked to do so. The Pro-forma below is for the tenderers use.

PRO-FORMA OF A FORM OF GUARANTEE

Employer' name and address: **TSEWELOPELE LOCAL MUNICIPALITY
01 BOSMAN STREET, BULTFONTEIN, 9670**

Contract No: **TENDER No. SCM/TSW/14/2024-2025**

At: **BULTFONTEIN**

Contract title: **UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1**

PERFORMANCE GUARANTEE

WHEREAS _____

(hereinafter referred to as "the Employer") entered into, a contract with

(hereinafter called the "the Contractor") on the _____ day of _____ 20____
for the **UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND

WHEREAS _____ (hereinafter referred to as "the Guarantor"). Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE _____ Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

2. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to



any modifications, variations, alterations, directions of extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.

3. This guarantee shall be limited to the payment of a sum of money
4. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period.
5. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
6. Our total liability hereunder shall not exceed the sum of

_____. (in words)

R_____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

7. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer

8. I/We hereby choose our address for the serving of all notices for all purposes arising here from as



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IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of (Guarantor) _____

Address _____



T2.2 H LETTER OF INTENT TO PROVIDE INSURANCE & INDEMNITY

The Contractor hereby agrees to indemnify, hold harmless and defend TSEWELOPELE Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:

- 1.1 Any liability with regard to claims by governmental authority's or others for non-compliance by Contractor of any Act of Parliament law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
- 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
- 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
- 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor's employees or the death of/or injury or sickness or disease to third parties.
- 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
- 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Contractor.
- 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or TSEWELOPELE Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
- 1.8 Contractor shall indemnify TSEWELOPELE Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, _____ the undersigned (duly authorized to sign) hereby declare that I have read and understood the above mentioned and agree to all the above.

COMPANY:	
ADDRESS:	
TEL:	
CELL:	

Signed..... Date

Name..... Position.....

Tenderer.....



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

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**T2.3 A ORGANOGRAM AND CURRICULA VITAE OF KEY PERSONNEL**

The Tenderer shall supply an organogram for the management of the contract and indicate the key personnel according to the format below. The CV shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the Employers Agent.

Provide below the most relevant project with the highest value below carried out by the key personnel.

CONTRACT MANAGER	NAME: NQF LEVEL			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR EXPERIENCE

SITE AGENT	NAME: NQF LEVEL			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR EXPERIENCE

FOREMAN / SUPERVISOR	NAME: NQF LEVEL			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SAFETY OFFICER	NAME: NQF LEVEL			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

Signed..... Date

Name..... Position.....

Tenderer.....



T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software preferably the MS-Project, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer’s proposed work plan for the construction of the works.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme and method statement shall be appended to this Schedule.

Signed..... Date

Name..... Position.....

Tenderer.....



T2.3 C ADDITIONAL SUPPORTING DOCUMENTS

Tenders shall attach additional supporting documentation, if applicable. Please list below:

- 1.
- 2.
- 3.

Signed..... Date

Name..... Position.....

Tenderer.....



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THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



PART C1: AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1. 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 authorized, 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.

For the Tenderer:

As witness:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Capacity

.....
Date



.....
Name and address of organization:

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, which 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 |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data 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 authorized representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations



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(if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Employer:

As witness:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Capacity

.....
Date

.....
Name and address of organization:



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 become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1

Subject

Details

2

Subject

Details

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or 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:

For the Employer:

..... Signature

..... Name

..... Capacity

Name and address of organization:

Name and address of organization:

.....

.....

.....

..... Witness Signature

..... Witness Name

..... Date



C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

THIS AGREEMENT made at on this the day of in the year..... between **TSEWELOPELE LOCAL MUNICIPALITY**, (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, **PHAHAMENG/ BULTFONTEIN: UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1** and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, February 2014);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the Employer or Employer's agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 6.1 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Engineer's agenting (hereinafter referred to as "the GCC2015"),
 - b) as contained in the contract documents pertaining to this contract, or
 - c) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following: -
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of Employers to their employees.
 - ii) Section 9: General duties of Employers and self-employed persons to persons



-
- other than employees.
- iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v) Construction Regulations February 2014, and other safety regulations, as applicable.
- b) The procedures and safety rules of the Employer as pertaining to the Principal Contractor and to all his sub-contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the Employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the TSEWELOPELE Local Municipality of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR:

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

C1.3 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:

"Employer's Agent" 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:

Type of Performance Guarantee..... (insert variable or fixed)

"Expiry Date" means..... (give date) or any other later date set by the



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Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.



1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the

Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.



3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 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;
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 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 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1



-
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 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 24 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.



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Signed at

Date

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1).....

Witness signatory (2)



C1.4 CONTRACT DATA**C1.4.1 Conditions of Contract**

The Conditions of Contract applicable are the General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Employers Agenting, Private Bag X200, Halfway House, 1685.

C1.4.2 Contract Specific Data

The following Contract Specific data, referring to the General Condition of Contract for Construction Works, 3rd Edition 2015 are applicable to this contract

Section 1: Data provided by the Employer

Clause	
1.1.1.5	The “ Commencement date ” shall be the date the site is handed over to the Contractor and after the guarantees have been delivered.
1.1.1.15	The Employer is the TSWELOPELE LOCAL MUNICIPALITY .
1.1.1.16	The Employer’s agent is Makhaotse, Narasimulu and Associates
1.2.1	The Employer’s address for receipt of communication is: Telephone: 051 853 1111 Facsimile: 051 853 1332 Address: TSWELOPELE Local Municipality 01 Bosman Street Bultfontein 9670
1.2.1	The Employer’s agent’s contact details are as follows: Telephone: (057) 733 1169 Facsimile: e-mail: welkom@mna-sa.co.za Address: 411B Stateway Doorn WELKOM, 9459
2.5.1	Cession payments will be made upon agreement with the Client.



3.1.1	The Employer's agent is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer: 1. Nominating the Engineer's Representative 2. Delegation of Engineer's authority 3. Providing consent for subcontracting part of the contract 4. The issuing of instructions for dealing with fossils 5. The issuing of an instruction to accelerate progress 6. Granting permission to work during non-working times 7. The issuing of further drawings or instructions 8. Suspend the progress of the works. 9. The approval of any extension of time for completion 10. The reduction of a penalty for delay
Clause	
	11. The issuing of a variation order 12. Issuing of instructions to carry out work on a day work basis 13. The determination of additional or reduced costs arising from changes in legislation 14. The agreeing of the adjustment of the sums for general item 15. Authorizing the Contractor to repair and make good excepted risks 16. The giving of a ruling on a contractor's claim 17. The agreeing of an extension to the XX-day period 18. The inclusion of credits in the next payment certificate
3.1.3	The Employers Agent is required to obtain the specific approval of the Employer in order to authorize any expenditure in excess of the Tender Sum
4.4.3	The minimum Procurement requirements , regarding the portions of the Contract Price to be spent on sub-contractors and labour, are set out in clause C3.3 "Procurement" of the Scope of the Work.
5.1.1	The year-end break commences on and ends on 15 December 2024 to 6 January 2025 .
5.3	The Works are to be commenced within 14 days of the Commencement Date.
5.5	The Works shall be completed within six (6) months , excluding the year-end break and special non-working days, as envisaged by the Employer.
5.6.1	The Works detail programme is to be delivered within the tender document.
5.8.1	The non-working days are Sundays. The special non-working days are: a) Public Holidays b) The year-end break traditionally commencing on 15 December and ending the first week of January



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5.13.1	The penalty for delay is R 1000 per calendar day or part thereof plus all the Employer's agent's costs including VAT as invoiced to the Employer for maintaining a presence on the site, from the day after the Due Completion Date up to and including the certified date of Practical Completion.
5.16.3	The latent defect Period is 10 years after the issue of Final Approval Certificate.
6.2	The Guarantee is to contain the same wording as the document included as the pro- forma referred to in Clause C1.3 in part C1 of the contract.
6.2	The amount of the Guarantee is to be 10% of the Contract Price.
6.2 and 8.6	The Performance Guarantee and Insurance are to be delivered within delivered 14 days after the request to do so and the Form of Acceptance will not be signed before receipt of Guarantee that is acceptable to the Employer. Failure to submit the guarantee within the 14 days will lead to the cancellation of the appointment.



Clause	
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80% .
6.10.3	The percentage retention is 10% of the work completed (excluding VAT).
6.10.3	The limit of retention money is 5% of the tender sum (excluding VAT)
6.10.4	The first payment certificate will only be processed after the completion of section A: P&G: Item in the Bill of Quantities, to the satisfaction of the Employer and/or the Employer's agent.
7.8.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
8.6	The amount to be included in the sum insured to cover the value of:
8.6.1	a) Materials supplied by the Employer for incorporation into the works: nil .
8.6.1	b) Professional fees: nil .
8.6.1.2	South African Special Risks Insurance Association (SASRIA) cover must be arranged on motor vehicles, plant, site accommodation, tools and equipment.
8.6.1.3	The limit of the liability insurance required is R5 000 000,00 .
8.6.1.5	The following additional and varied insurances are required: Not applicable.
10.4/10.5/10.6	Disputes are to be referred to Amicable Settlement .
10.7	Disputes are to be referred for final settlement to arbitration .
T2.1 M	The additional Conditions of Contract are:
C3.3.1.1	Penalty for failure to comply with labour content and jobs created: Labour Content: Penalty = <i>Tender sum (excluding VAT) x (tenderer labour content % – actual labour content %)</i> Geographical area for labour recruitment: Phahameng Township, TSEWELOPELE Local Municipality



Section 2: Data provided by the Contractor

Clause	
1.1.1.9	The contractor is
1.2.1.2	The contractor's address for receipt of communication is: Contact Person: Telephone: Facsimile: e-mail: Address:
5.5.1	The Works shall be completed within months as proposed by the contractor

Signed at

Date

Capacity

Signature

Witness signatory (1)

Witness signatory (2)



C1.4.3 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

1.1 DEFINITIONS

1.1.1.2 "Bill of Quantities" and "Schedule of Quantities" shall have the same meaning.

1.1.1.15 "Employer" means the TSEWELOPELE Local Municipality represented by the Municipal Manager and/or such other person or persons duly authorized by the Employer in writing.

1.1.1.16 "Employer's agent" means Makhaotse, Narasimulu and Associates Pty Ltd as represented by a Director, Manager or other person duly authorized thereto by Makhaotse, Narasimulu and Associates (Pty) Ltd.

3. EMPLOYER'S AGENT

3.1.2 Employer's agent to consult with contractor and Employer

Replace the word "Employer's agent" in the last sentence with the word "Employer".

3.2.6 Add the following to Sub clause 3.2.6:

"The time limit for referring the matter to the Employer's agent by the Contractor shall be fourteen (14) days after the decision in question was given by the Employer's agent's Representative."

Add the following:

"3.2.7 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Employer's agent and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Employer's agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's agent and which has subsequently been rescinded."

4. CONTRACTORS' GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Add the following sub clause:

- 4.1.1.1** The Contractor shall, save in so far as it is legally or physically impossible,
- (a) Provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.



-
- (b) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required.”

“4.1.3 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

- (c) **4.11.1** To carry out and complete the Works, the Contractor shall employ on the Site only such persons are a careful, competent and efficient in their various trades and professions

4.3 LEGAL PROVISION

Add the following on 4.3.1

4.3.1 . The Contractor shall, in fulfilling the Contract, comply with all applicable laws, *with regard to Health, Safety, Wages and Condition of Work*, regulations, statutory provisions and agreements, and shall, at the request to the Employer’s agent, provide proof that he has complied therewith.

8. TERMINATION OF CONTRACT

9.3 Termination by Contractor

Delete the wording of sub clause 9.3.1.1.2 and replace this clause with the following:

9.3.1.1.2 “Failing to pay the contractor the amount due in terms of any payment certificate issued by the Employer’s agent, provided that such payment certificate is acceptable to the Employer and further more subject to the provision of sub-clause 3.2.7, within the time of payment provided in the contract.”

9. CLAIMS AND DISPUTES

Add the following



10.12 Joint ventures

"If the Contractor is in a joint venture of two or more parties or persons, the parties or persons shall be jointly and severally bound to the Employer for fulfilment of the Contractor's obligations and terms of this Contract. The formation and/or conditions of agreement of the joint venture shall not be altered without the consent of the Employers. Should such a change be acceptable to the Employer then two notarially certified copies of the revised Joint Venture Agreement shall be submitted to the Employer's agent within fourteen (14) days of signature thereof by the parties to the Joint Venture."

Signed at

Date

Capacity

Signature

Witness signatory (1)

Witness signatory (2)



C1.4.4 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

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

CONTRACT NO.: SCM/TSW/14/2024-2025

CONTRACT TITLE: UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1

I/ we, (Contractor) record as follows:

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

The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed Date.....
CONTRACTOR



TSEWELOPELE LOCAL MUNICIPALITY

TENDER No. SCM/TSW/14/2024-2025

Upgrading of the Phahameng stadium phase - 1

C1.4.5 Insurance Broker's Warranty

Pro Forma

Letterhead of Contractor's Insurance Broker

Date

TSEWELOPELE LOCAL MUNICIPALITY
Municipal Manager
Private Bag X3
Bultfontein
9670

Dear Sir

CONTRACT NO.: SCM/TSW/14/2024-2025

CONTRACT TITLE: UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1

NAME OF CONTRACTOR:.....

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

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

Yours faithfully

Signed: _____

For: _____



C1.4.6 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: **SCM/TSW/14/2024-2025**

PROJECT: **UPGRADING OF THE PHAHAMENG STADIUM PHASE - 1**

AGREEMENT made between the CONTRACTOR

and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

- a) to keep the community informed on the progress of the project;
- b) to keep the Contractor informed on relevant Community affairs and possible grievances;
- c) to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- d) to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R 7 500.00 per month. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - i) 9¼ hours per day
 - ii) 45 hours per week;
 - iii) 5 days per week;
 - iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.



3.5 Workers and the CLO will not be permitted to work under conditions of:

- i) undisciplined or unruly behavior;
- ii) insubordination to Team Leader, Supervisors or Management;
- iii) abuse of intoxicating substances;
- iv) criminal actions by the employee;
- v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behavior:

- i) undisciplined or unruly behavior;
- ii) insubordination to Team Leader, Supervisors or Management;
- iii) abuse of intoxicating substances;
- iv) willful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on monthly basis, on the same date as the rest of the workers on site.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- i) the name of the Contractor;
- ii) the CLO's name;
- iii) the number of days worked by the CLO;
- iv) the rate per day;
- v) the details of any deductions made;
- vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.13 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them,



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and no condition or stipulation not contained herein shall be binding upon the parties.

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:



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PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	97
C2.2	BILL OF QUANTITIES	99



C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Employers Agenting Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General:

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	tonne (1000 kg)
m ²	=	square metre	No.	=	number
m ² -pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ -km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
LJ	=	refer to sub-clause 12 of	W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Scope of Works and Specifications.

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

Rate: The agreed payment per unit of measurement.

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

Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The prices and rates to be inserted in the Bill of Quantities are to be fully inclusive prices for the work described under the various items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis



for assessment of payment for additional work that may have to be carried out.

6. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.
7. Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract which is not covered in any other pay item.
8. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
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. 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.

C2.2 BILL OF QUANTITIES

CLIENT	TSWELOPELE MUNICIPALITY					
PROJECT	PHAHAMENG SPORT FACILITY PHASE 1					
VERSION	DRAFT BILL OF QUANTITY					
Item No	Ref	Description	Unit	Quantity	Rate	Amount
1	SANS 1200A	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS				
1.1	8.3	SCHEDULED FIXED-CHARGE				
1.1.1	8.3.1	Contractual requirements	Sum	1		
1.1.2		Establish facilities on site:	Sum	1		
1.2	8.3.2.1	Facilities required by Engineer				
1.2.1	PS 1	b) Cellular phone (Airtime for duration of project)	No	6		
1.2.2	PS 2	c) Contract sign boards	Sum	1		
1.3	8.3.2.2	Facilities required by Contractor	Sum	1		
1.3.1	8.3.2.3 / 8.3.3	General responsibilities and other fixed charge obligations	Sum	1		
1.3.2	8.3.2.3.A/ 8.3.3.A	Management of additional services providers as required by the Employer	Sum	1		
1.3.3	PS 3	Compliance with the OHS Act regulations	Sum	1		
1.4	8.3.4	Removal of site establishment	Sum	1		
1.5	8.4	SCHEDULED TIME-RELATED ITEMS				
1.5.1	8.4.1	Contractual requirements	Sum	6		
1.6	8.4.2	Operation and Maintenance of Facilities on Site				
1.6.1	8.4.2.1	Facilities for Engineer	Sum	6		
1.6.2	8.4.2.2	Facilities for Contractor including (Office complete as per document)	Sum	6		
1.6.3	8.4.5	General responsibilities and other time related obligations	Sum	6		
Total Carried Forward						
Item No	Ref	Description	Unit	Quantity	Rate	Amount
Amount brought forward						
1.7		PROVISIONAL SUMS				
1.7.1	PS 4	Additional Tests required by Engineer	Prov Sum	1	R 10 000,00	
1.7.2		Overheads and profit on item 1.7.1	%	10%	R 10 000,00	
1.7.3	PS 5	Community Liaison Officer	Prov Sum	6	R 7 500,00	
1.7.4		Overheads and profit on item 1.7.3	%	10%	R 45 000,00	
1.7.5	PS 6	Additional survey required by the Engineer	Prov Sum	1	R 10 000,00	
1.7.6		Overheads and profit on item 1.7.5	%	10%	R 10 000,00	
1.7.7	PS 7	Compliance with Health and Safety (external audits, reports etc.)	Prov Sum	1	R 15 000,00	
1.7.8		Overheads and profit on item 1.7.7	%	10%	R 15 000,00	
1.7.9	PS 8	Allowance for training as directed by the Employer	Prov Sum	1	R 50 000,00	
1.7.9		Overheads and profit on item 1.7.9	%	10%	R 50 000,00	
1.7.10	PS 9	Relocate existing water, electricity and telkom services	Prov Sum	1	R 50 000,00	
1.7.11		Overheads and profit on item 1.7.10	%	10%	R 50 000,00	
Total Carried to Summary						

CLIENT	TSWELOPELE MUNICIPALITY					
PROJECT	PHAHAMENG SPORT FACILITY PHASE 1					
VERSION	DRAFT BILL OF QUANTITY					
Item No	Ref	Description	Unit	Quantity	Rate	Amount
2	SANS 1200C	SITE CLEARANCE				
2.1	8.2.1	Clear and grub, including digging up and removing rubbish, debris, vegetation, shrubs and trees not exceeding 200mm diameter				
2.1.1		(i) Soccer field	m ²	16890		
2.1.2		(ii) Running track	m ²	3518		
Total Carried To Summary						

CLIENT	TSWELOPELE MUNICIPALITY					
PROJECT	PHAHAMENG SPORT FACILITY PHASE 1					
VERSION	DRAFT BILL OF QUANTITY					
Item No	Ref	Description	Unit	Quantity	Rate	Amount
4	SANS 1200 GE	FENCING				
4.1	8.2.1	Provide structural Precast units:				
4.1.1		Demolish and repair of Pre-cast Palisade fence	m	423		
Total Carried To Summary						

CLIENT	TSWELOPELE MUNICIPALITY					
PROJECT	PHAHAMENG SPORT FACILITY PHASE 1					
VERSION	DRAFT BILL OF QUANTITY					
Item No	Ref	Description	Unit	Quantity	Rate	Amount
3	SANS1200D	Earthworks and Layerworks (excluding sub-surface drains)				
3.1		SOCCER FIELD				
		Existing main soccer field and Existing practice soccer field (to comply with SASR norms standards vol.2)				
3.1.1		(i) Excavation (top soil) 125mm layer	m ³	2111		
3.1.1.1	8.3.1.2	(ii) Imported Crusher stone (>30mm) 100mm layer compacted to 93% of MDD	m ³	1689		
3.1.1.2	8.3.4	(iii) Imported River course sand 25mm layer	m ³	422		
3.1.1.3	8.3.4	(iv) Imported Compost	m ³	422		
3.1.1.4	8.3.4	(v) Imported topsoil (weed free)	m ³	527		
3.1.1.5	8.3.4	(vi) Levelling and shaping	m ²	16890		
3.1.1.6	8.3.4	(vii) Fertiliser	m ²	16890		
3.1.1.7	8.3.4					
3.1.2	8.3.11	Soccer Field re-grassing specialist				
3.1.2.1		(i) Existing main soccer field	m ²	10401		
3.1.2.2		(ii) Existing practice soccer field	m ²	6489		
3.2		RUNNING TRACK				
3.2.1	8.3.2	(i) excavation (cut to spoil) 300mm layer	m ³	1056		
3.2.2	8.3.4	(ii) Imported 150mm Thick G5 gravel material compacted to 93% of MDD	m ³	528		
3.2.3	8.3.4	(ii) Imported 150mm Thick G9 gravel material compacted to 93% of MDD	m ³	528		
Total Carried To Summary						

CLIENT	TSWELOPELE MUNICIPALITY					
PROJECT	PHAHAMENG SPORT FACILITY PHASE 1					
VERSION	DRAFT BILL OF QUANTITY					
Item No	Ref	Description	Unit	Quantity	Rate	Amount
5	SANS1200A					
5.1	8.5	Provisional Sum				
5.1.1		Flood light from HPS TO LED	Prov. Sum	1	R 300 000,00	
5.1.2		Electrical small-scale repair	Prov. Sum	1	R 300 000,00	
5.1.3		Manual sprinkler irrigation system	Prov. Sum	1	R 170 000,00	
5.1.4		Refurbishment of existing ablution facility	Prov. Sum	1	R 150 000,00	
5.1.5		Borehole installation x2	Prov. Sum	1	R 500 000,00	
5.2		Refurbishment of combi court				
5.2.1		(a) Netball court				
5.2.1.1		(i) Resurfacing of the court (incl material & labour) x2	Prov. sum	1	R 150 000,00	
5.2.1.2		(ii) Turnaround Combo pole x4	Prov. sum	1	R 126 000,00	
5.2.2		(a) Tennis court				
5.2.2.1		(i) Resurfacing of the court (incl material & labour) x2	Prov. sum	1	R 150 000,00	
5.2.2.2		(ii) Net set x2	Prov. sum	1	R 8 300,00	
Total Carried To Summary						

CLIENT		TSWELOPELE MUNICIPALITY
PROJECT		PHAHAMENG SPORT FACILITY PHASE 1
VERSION		DRAFT BILL OF QUANTITY

SUMMARY SHEET		
Item no.	Description	Amount
1	Preliminary and General	
2	SANS C - Site Clearance	
3	SANS D- Earthworks and Layerworks Athletic Running Track	
4	SANS1200 GE- Precast Fencing	
5	SANS1200A- PRV SUM	
SUB-TOTAL 1		
CONTIGENCIES (10%)		
SUB-TOTAL 2		
VAT @ 15%		
TOTAL OFFER		

PART C3: SCOPE OF WORK

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C3.1 PROJECT SPECIFICATIONS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

This project specification is set out in two parts. Portion 1 cover a general description of the project, the facilities available, and the requirements to be met. Portion 2 covers variations and additions to standardised or particular specifications that are applicable to the contract.

The numbering method in portion 2 of this project specification deviates as follows from the method suggested in Code of Practice SANS 1200.

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

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods

C3.1.1. SCOPE OF THE WORKS

TSEWELOPELE Local Municipality intends to: Upgrade and refurbish the existing sports facility in Phahameng Township to improve and encourage local Communities to play sports. This contract covers a portion of the civil works and general building services.

C3.1.2. DESCRIPTION OF THE WORK

The construction will include the following:

- Upgrading of two soccer fields, one for practice and the other for main match;
- Upgrading of the running athletic track to ripped and compact track;
- Repairs of the pre-cast fencing around the main soccer field;
- Changing of floods lights from HPS to LED;
- Small scale repairs required on the facility's electrical installation;
- Refurbishment of combi courts X2;
- Construction of water boreholes (fully equipped) X2;
- Installation of manual sprinklers irrigation system.

Tenderers to note that certain rates in this tender are fixed and based on prices that the successful Tenderer shall undertake the complete construction of such installations. Tenderers are to note that the bulk of the work is to be executed through labour-intensive construction (LIC) methods, where feasible. The execution of the work will be done through the contractor who will employ people from the community where the work is to be done.

The work to be carried out during the contract period may be given as separate tasks. Each task to be undertaken will be issued as a written instruction by the Employers Agent and will consist of a detailed scope of work and relevant drawings for each particular task.

PS 2 DESCRIPTION OF THE SITE AND ACCESS



2.1 Location of site

The proposed site is located within the TSEWELOPELE Local Municipality in the Free State Province, South Africa.

The sport facility is situated in Phahameng/Bultfontein, which is situated north west of Bloemfontein, in the Free State Province. Site co-ordinates for the different areas are:

No.	Town	Southing	Easting
1	Phahameng	28°18'19"South	26°08'35"East

SANS 1200 The Provisional Bill of Quantities is included in this document and *must be completed and handed in with the tender*.

SANS 1200 The drawings, for tender purposes, listed under annexure 1 apply to this contract

SANS 1200 The Tenderer shall check the Bills of Quantities for missing or duplicated pages and or drawings and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any particulars or description, or this Bills of Quantities contain any obvious errors, the Tenderer shall notify the Employers Agent at once who shall promptly give a written directive. No liability whatsoever will be admitted in respect of errors in any tender due to the abovementioned causes.

No alteration, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities or other documents. Should any such alterations, amendment, note or addition be made, they will not be recognised, and the text of the Bills of Quantities or other documents as prepared by the Representative must be adhered to.

SANS 1200 The Tenderer shall examine all project documents and shall thoroughly acquaint himself with the nature and extent of the Works and the manner in which they are to be executed as no claim for extra payment will be entertained.

NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE

No bore tests or investigation of the in-situ material were done, over and above the provided information if any. The prospective tenderers shall acquaint themselves with the nature of materials on site. The water table may be relatively high during the summer months hence provision must be made for effective draining of excavations.

It is the Contractor's responsibility to supply and deliver material that complies with the minimum project standards, as well as for the establishment and periodic maintenance of access roads to the works on site (If required), haul areas or dumping sites. No additional payment will apply to the above-mentioned, other than the relevant items in the schedule of quantities.

PS 5 DETAILS OF THE CONTRACT

PS 5.1 MAIN CONTRACTS

Work included in this contract involves the scope of work as per part C3.1.1. The other main components of the work under this contract are:

- Establishment of the Contractor's camp.
- Site clearance and earthworks.
 - Provision of all materials, special fittings and accessories as required, to complete the work as prescribed.
- Excavation, backfill and compaction as specified, of pipe trenches and the removal of excess material.
- Laying, bedding of underground pipes (sprinklers) for irrigation manual system.



- f) Concrete palisade fence panels and any concrete works associated with the works mentioned.
- g) Refurbishment of the existing combi courts.
- h) Installation of boreholes.
- i) Maintenance of the works for a period of twelve months.

8.4 CONSTRUCTION PROGRAM AND METHODS

The construction site is situated in a built-up area; the Contractor shall ensure the least possible disruption of movement of the public during construction. Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Employers Agent outside the site boundaries. The Contractor is responsible for liaison and arrangements with the Local Authority in connection with the finalization and approval of the construction program.

The Contractor is responsible for liaison and the necessary arrangements with the relevant water authorities in respect of the finalization and approval of the works programme. Sufficient photos of existing structures, and areas that have to be crossed must be taken by the Contractor and handed over to the Employers Agent before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the Preliminary and General items.

Local labourers must do the trench preparation, bedding, handling, processing of any LIC works on site. The contractor is responsible to liaise with the relevant authorities for labourers. No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract. The contract has to be completed within the time specified in the "Contract Data" of this document, excluding the builders and public holidays.

- No portion of the work shall be proceeded with until the Employers Agent or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Employers Agent or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

- When all the work under the Contract has been completed to the entire satisfaction of the Employers Agent, he will issue a Certificate of Completion to the Contractor informing the Contractor of the date at which the works are deemed to be completed and accepted by the Employer. The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

8.3 SITE FACILITIES AVAILABLE

8.3 SOURCES OF WATER SUPPLY, POWER SUPPLY, SANITATION, AND COMMUNICATION

Water for construction purposes will be for the account of the contractor at the ruling tariff and will be supplied at a suitable point, from where the contractor will be responsible to convey the water to the point of usage. Water for human consumption will be from the existing reticulation at the ruling tariff. Electrical power is available from the existing network at ruling tariffs. The Contractor shall make his own arrangement for any water or power he may require. Any extension of time due to delays resulting from these facilities will not be granted.

The Contractor must supply and maintain at his own cost a sufficient number of portable chemical toilets, one of which must be situated at the campsite and the rest in the area of the site. No waste or sludge must be left uncovered until it is removed. The contractor must operate an efficient solid waste removal system to the satisfaction of the Employers Agent for the duration of the contract. The Contractor must make his own arrangement for communication and a telephone service.

8.3 LOCATION OF CAMP AND DEPOT

The contractor is responsible for establishment of their own site camp and depot. No trees may be



removed and the Contractor must provide his own firewood.

8.3 HOUSING FOR CONTRACTOR'S EMPLOYEES

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

8.3 SITE FACILITIES REQUIRED

- Requirements
- The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule. The identification of the site camp is the responsibility of the contractor. No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

Facilities for the Employers Agent

The Contractor must provide suitable facilities in his own offices for the holding of site meetings. The Engineer Representative shall also be allowed the free use of the necessary survey equipment and survey assistants to enable him to carry out control work as and when required.

(i) Temporary Offices

An office for the Employers Agent is required. The type of office required for the Employers Agent is specified in SANS 1200. Site meetings will be held in the site office boardroom.

(ii) Sanitary Facilities

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

(iii) Telephone Facilities

The Contractor shall supply the Employers Agent with a cellular telephone service or airtime for the exclusive use of the Employers Agent and Employers Agents Representative for official purposes for the duration of the contract.

(iv) Notice Boards

Two construction notice boards are to be constructed within the construction site. Tendered rate should allow for maintenance of these till the end of the defects liability period. The contract nameboards required shall be as detailed on the drawings

Equipment for Employers Agenting staff

The Contractor shall allow for providing the following protective clothing for the Employers Agenting staff:

- Three high visibility vests, long sleeved with zip
- Three hard hats, colour coding as per the OHS plan
- All additional required safety equipment in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 of 07 February 2014.) or latest revision thereof.

Water, Electricity and Sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be

carried out in accordance with the applicable laws and regulations. No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.



Excrement Disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Employers Agent. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract. No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

Site instruction book

A triplicate book shall be provided by the Contractor, to be used for site instructions. The Employers Agent will issue the template for reproduction by the Contractor. Such template will be in line with the project Quality Management Plan. It will be kept on site at all times. Costs for reproduction of the Site Instruction book shall be deemed to be included within the Contractor's tendered Preliminary and General items

8.4 FEATURES REQUIRING SPECIAL ATTENTION

8.4 CONTROL OF WATER

The Contractor is in all respects responsible for the handling of storm water from higher-lying areas, adjacent to the works for the handling of possible sub-surface water and for the handling of spoiled water when disconnecting existing connections or valves. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

8.3" AS BUILT" DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Employers Agent, at no cost.

The completion certificate shall only be issued after the Employers Agent has received a properly completed set of "AS-BUILT" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

FINISHING AND TIDYING

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

Access to Properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract. If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

The Contractor may, with the approval of the Employers Agent, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his

obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions. The Contractor shall also comply with all the requirements of the Local Authority with regard to safety, signage and notices to the public.

Existing Residential Areas



Access to the adjacent residential areas shall be always maintained, as shall access to individual houses. Electricity and water supply interruptions to existing residential areas shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Engineer's approval shall first be obtained. The affected residents shall then be notified in writing at least 3 days, but not more than 5 days in advance. Supplies shall be normalized by 16:00 on the same day.

Cognizance shall be taken by the Contractor of the possibility of residents from the adjacent residential areas having access, whether authorized or not, to the works. It is strongly emphasized that under no circumstances shall any claims be considered for delays or disruptions as a result of the presence of residents from the adjacent occupied areas.

Facilities to other Contractors

In addition to the requirements of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adaption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within the site of this contract.

Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

Site Maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site. Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

Testing and Quality Control

Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employers Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employers Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Employers Agent with copies of the results of all such testing carried out by the independent laboratory. For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

Additional testing required by the Employers Agent

The Employers Agent shall be entitled at times during the Contract to require that the Contractor arrange

with the independent laboratory to carry out any such tests, additional to routine tests done by the Contractor at such times and at such locations in the Works as the Employers Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employers Agent, and copies of the test results shall be promptly submitted to the Employers Agent.



(a) Costs of Testing

The costs of all routine testing carried out by the independent laboratory for quality assurance purposes, shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any such testing carried out.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Employers Agent

The costs of any additional tests required by the Employers Agent shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed in the Schedule of Quantities; provided that the costs of any such additional tests ordered by the Employers Agent, the results indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is in accordance with the specifications.

Subcontractors

The Contractor is responsible for work carried out on his behalf by subcontractors. The Employers Agent will not liaise directly with such subcontractors, and all problems relating to payments, programming, workmanship, method statements, quality control etc, shall be the concern of the Contractor and the subcontractor, and the Employers Agent will not be involved.

Existing Services

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

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- (a) these services actually are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Employers Agent before commencing work in the proximity of existing services or works. The Contractor shall liaise with the local authority, electricity provider, telecommunication providers regarding the presence and location of any existing services. The Contractor shall arrange that a representative of such authorities or service providers to make known the location on site, before the commencement of works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages. The Contractor shall be responsible for immediately notifying the Employers Agent and the authorities concerned regarding any damage caused to public services and existing works. Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise. The Contractor shall provide the necessary assistance during

any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

Concurrent Construction Contracts

The Contractor's attention is drawn to the fact that other contiguous works may be executed concurrently by independent Contractor's under separate contracts in the vicinity of the Site. The other Works which may be in progress or may come into operation on or adjacent to the Site of the Works



during the progress or tenancy of this Contract are likely to include the construction and installation of water or waste water pipelines. The Contractor shall ensure that neither his operations nor those of his subcontractors nor the activities of his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portions of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts. No discount or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractors. Any damage caused to these services or structures, or any obstruction or hindrance caused to other contractors by the contractor, and all claims arising there from, will be the sole responsibility of the Contractor. All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Employers Agent. The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract.

PS4 SURVEY BEACONS

- The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

8.3 CONSTRUCTION MODUS OPERANDI

Labour-based or labor-intensive construction may be defined as the economically efficient employment of as much labour as is technically feasible to produce as high a standard of construction as demanded by the specification and allowed by the funding available. In other words, projects based on labour-intensive principles aim at devoting the highest feasible proportion of projects costs to unskilled, semi-skilled and skilled labour without jeopardising the technical quality of the product demanded by the specification.

The following regulations must be adhered to so as to ensure that the construction methods used are labour intensive.

- i) If not scheduled elsewhere otherwise the remuneration to local and unskilled labour for hourly-rated employees and/or daily-based work shall be in accordance with the Department of Employment and Labour is R27.58/hour while for EPWP is R 15/hour.
- ii) The name, identification number, task performed, and hours worked per day for each labourer shall be recorded by the Contractor. These records shall be submitted to the secretary of the Project Steering Committee on the second working day of each week following the recounted week.

The employment of local labour must be at least 60%, if at all possible, of the total contract amount. The % split must be divided as follows:

Percentage of labour	Description
60%	Women
60%	Youth (Above school, but under 36)
40%	Male



2% Disabled persons

LOCALLY BASED SUB-CONTRACTORS

- Tenderers are encouraged to utilise the services of locally based sub-contractors.

TEMPORARY WORKS

- The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of subbase or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

- The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SANS 1200 A.

- If the contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

PS 8 TRAINING

PS 8 General

- The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety. The cost of the formal training of targeted labour, will be funded through provisional sums allowed in the tender. This training should take place as close to the project site as practically possible.

- The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of two (2) days of formal training. The Contractor shall do nothing to dissuade targeted labour from participating in training programmes. An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of above.

- Proof of compliance with the requirements must be proven.

PS 11 APPLICABLE STANDARDISED SPECIFICATIONS

The Standard specifications on which this contract is based are the standardized specifications for Civil Employers Agenting Construction (SANS 1200) of the South African Bureau of Standard (SANS).

The following SANS 1200 Standard Specifications for Civil Employers Agenting Construction shall form part of this contract and are available at the expense of the Contractor from the SA Bureau of Standards, Private Bag X191 Pretoria, 0001:

SANS 1200 A	:	1986 General
SANS 1200 AB	:	1986 Engineer Office
SANS 1200 C	:	1980 Site Clearance (Amendment 1, 1982)
SANS 1200 D	:	1988 Earthworks (Amendment 1, 1990)
SANS 1200 GE	:	1982 Concrete (Structural)
SANS 1200 GA	:	1982 Concrete (Small Works)



PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 A: GENERAL

8.3.2.2 MATERIALS

8.3.2.3 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Employers Agent and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Employers Agent of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof. The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer. All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

PS A 4 PLANT

PS A 4.2 Contractor's Offices, Stores and Resources

Add the following to 4.2:

No housing is available for the contractor's employees and the contractor must make his own arrangements for accommodation and transport of his employees.

PS A 4.3 Hand Tools

The contractor shall provide and maintain all hand tools required for the execution of the Works.

PS A 5 CONSTRUCTION

PS A 5.1 SURVEY

PS A 5.1.1 Setting out of the Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from the layouts given to him. Any discrepancy shall immediately be reported in writing to the Employers Agent. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Employers Agent, shall be the sole responsibility of the Contractor. The exact position of the network pipes shall be determined on site in conjunction with the Employers Agent and must be approved before construction of the specific section starts.

The Employers Agent may alter any part of the works to suit local conditions. The Contractor must therefore contact the Employers Agent immediately after the preliminary setting out of any part of the works before starting with detail setting out, or construction. Only after the Employers Agent has

approved a specific site or part of the works, may the detail setting out and construction commence.

**SANS 1200 TESTING**
SANS 1200 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

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

SANS 1200 MEASUREMENT AND PAYMENT
SANS 1200 PAYMENT
SANS 1200 Fixed-Charge and Value-Related Items
SANS 1200A Contractual Requirements..... Unit: Sum

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Compensation for occupation injuries and disease Act, (Act NO. 10 of 2022) and any other initial financing obligations of a preliminary and general nature.

The tendered amounts for fixed-charge and value-related items will not be increased, if extension of time for the completion of the works is awarded.

SANS 1200A Establishment of Facilities on the Site
SANS 1200A Facilities for Employers Agent

- a) Furnished office (No) Unit: Sum
b) Telephone (No) Unit: Sum
c) Name board (1 No.) Unit: Sum

SANS 1200A Facilities for Contractor

- a) Offices, and storage sheds Unit: Sum
b) Workshops..... Unit: Sum
c) Laboratories..... Unit: Sum
d) Living Accommodation..... Unit: Sum
e) Ablution and Latrine Facility..... Unit: Sum
f) Tools and Equipment..... Unit: Sum
g) Water Supplies, Electrical power and Communication..... Unit: Sum
h) Dealing with water..... Unit: Sum
i) Access Unit: Sum
j) Plant Unit: Sum

SANS 1200A Other Fixed-Charge Obligations..... Unit: Sum

This item as listed under Schedule A of the bill of quantities is as specified in the standardised specification SANS 1200 A.

SANS 1200A Removal of Site Establishment..... Unit: Sum

The sum shall cover the cost of the demolition on and the removal from the surface of the site of all items established in terms of 8.3.2 and 8.3.3, and shall provide for the making good and the restoring of the Site to the satisfaction of the Employers Agent.

SANS 1200A OCCUPATIONAL HEALTH AND SAFETY

PSA 8.3.5.1 Contractor's initial obligations in respect of the Occupation Health and Safety Act and Contractual Regulations..... Unit: P/Sum

The full amount will be paid on the scheduled rate on condition that:

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
(b) The contractor has made the required initial appointment of Employees and sub- contractors



- (c) The client has approved the contractor's Health and safety plan
- (d) The contractor has set up his Health and safety File and Safety Plan.
- (e) The Contractor has appointed a Health and Safety officer.

The provincial sum shall represent full compensation for that part of the contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulation which are mainly a function of time. The sum for the supply of all safety equipment, safety clothing, first aid kit, etc. in order to adhere to the Occupational, Health and Safety Act specifications. The Contractor must familiarise himself with the conditions as per Occupational, Health and Safety Act and adhere thereto. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Service Provider. Contractor to note that this item covers the costs for the preparation and submission of Health and Safety plan and file.

Payment shall be as specified for item 1.3 in the standard specifications

PSA B.8.3.5.2 Occupational, Health and Safety Act..... Unit: %
Handling cost in respect of sub-item 8.3.5.1 A percentage of the payment made to the Occupational health and safety act will be paid to the Contractor under this section. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Occupational health and safety act.

(a) Provision for safety officer

The Contractor should appoint the safety officer who will be full time responsible for all safety issuers on site, and he or she should be full time on site. The tendered rates include the full compensation for that part of the provision of safety officer in terms of the Occupational Health and Safety Act and the construction regulation which are mainly a function of time. Payment shall be made monthly.

- (a) Handling cost in respect of sub-item 8.3.5.2 (a). A percentage of the payment made to the Safety Officer will be paid to the Contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Safety Officer.

8.3.5.3 Contractor's time related obligation in respect of the OH&S Act and Construction regulation

The tendered lump sum shall represent full compensation for that part of the contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The lump sum will be paid monthly. Payment of the lump sum shall be made monthly (calculated by the division of the lump sum by the number of months remaining)

8.2.2 Time-Related Items

The tendered amount for a time-related item will be increased; if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period. The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works. If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

8.4 SCHEDULED TIME RELATED ITEMS

8.4.2.1 Facilities for Employers Agent

- a) Furnished offices Unit: Month
- b) Telephone for Engineerrepresentative..... Unit: P/Sum

8.4.2.2 Facilities for Contractor.....Unit: Month

- a) Offices, and storage sheds Unit: Month
- b) Workshops..... Unit: Month
- c) Laboratories..... Unit: Month
- d) Living Accommodation..... Unit: Month
- e) Ablution and Latrine Facility..... Unit: Month
- f) Tools and Equipment..... Unit: Month



- g) Water Supplies, Electrical power and Communication..... Unit: Month
h) Dealing with water..... Unit: Month
i) Access Unit: Month
j) Plant Unit: Month

8.4.3 Supervision for Duration of Construction..... Unit: Month

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works, and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section foremen (where applicable), site surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff. Plant (designated plant or plant for designated operations or plant for use during Supervision for Duration of Construction

PSA 8.4.4 Company and Head Office Overhead Cost/s for the Duration of the Contract.... Unit: Month

The sum shall cover the Contractor's company and head office overhead costs.

8.5 SUMS STATED PROVISIONALLY BY EMPLOYERS AGENT

PS 5(a)1 Community Liaison Officer Unit : P/Sum

The Contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed. Proof of payment has to be submitted to Employers Agent before claim can be certified

8.4.2.2 (a) 2 PSC Meetings Attendance Unit: P/Sum

The tendered rate shall cover the compensation of all members of Project Steering Committee for attending meetings. The amount of payment and payment dates will be determined on the commencement date of the project. The Employers Agent should authorise payment before it is made. Proof of payment has to be submitted to Employers Agent before claim can be certified.

8.4.2.2(a)3 Overheads, charges and profit on (a)1 & 2 above Unit : %

Handling cost and profit in respect of sub-item 8.5(a)1&2. A percentage of the payment made to the Community Liaison Officer and PSC Meeting attendance will be paid to the contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Community Liaison Officer and PSC members. No payment will be made under this item before payment to the Community Liaison Officer and PSC members is made.

PS 8(b)1 Training Unit : P/Sum

Provisional sum for training services supplied by the Training Company. The name and contact details of the Training Company, to be appointed by the Contractor, will be supplied to the Contractor by the Employer.

PS 8(b)2 Overheads, changes and profit on (b)1 above Unit : %

Handling cost and profit in respect of sub-item 8.5(b)1. A percentage of the payment made to the Training Company will be paid to the Contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Training Company. No payment will be made under this item before any payment is made to the Training Company.

EXISTING SERVICES

The services parallel to the pipeline routes must only be removed, repaired if damaged in a process and relocated to the positions as indicated and approved by the Employers Agent.

When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

Overheads, changes and profit on (1) above Unit : %



Handling cost in respect of sub-item 8.5(c)1. A percentage of the payment made to the Service Provider will be paid to the Contractor. The rate shall cover the contractor's overheads, charges, and profit on payments for the Service Provider.

SANS 1200 DAYWORK

Day work will be paid according to the percentage allowance method. For calculating the total remuneration the General Conditions of Contract for Construction Works, Third Edition, 2015 shall apply, with the amendments as in the appropriate special conditions of contract, which is bound into this document. A day work schedule will be provided for filling in the necessary information.

SANS 1200 TEMPORARY WORKS

Accommodation Of Traffic Unit: Sum
Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof.

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 A: ENGINEEROFFICE

SANS 1200 MATERIALS

PS2 NAME BOARDS

Substitute "South African Institution of Civil Employers Agents" in the first paragraph with "Consulting Engineers Of South Africa".

SANS 1200 OFFICEBUILDING

If Required:

Prior to commencing with work, the contractor shall provide and furnish for the use of the Engineer representative and his staff one office (3.0 x 4.5m with veranda) in an approved position.

The Employers Agent will approve the position. All plans shall be submitted to the Employers Agent for approval, before the commencement of erection.

The office with a minimum floor area of 13.50m² (the smaller dimension at least 3.0m) with a ceiling height of minimum 2.1m, shall also have one toilet apart from the office building for the exclusive use of the Engineer representative.

The office shall be provided with lined walls and boarded ceilings and floor and suitable door with secure locks. The office shall be ventilated, weather proof and waterproof and shall have windows with an area to at least 20% of the floor area. The office shall be insulated to provide comfortable working conditions.

Internal furnishings shall include:

- ☐ One desk (1,5m long x 1,0m wide x 0,9m high) with lockable drawers with keys
- ☐ One drawing table
- ☐ Eight desk chairs
- ☐ One table (2,0m long x 1,0m wide x 0,9m high) with smooth top.
- ☐ Air conditioning unit capable of heating and cooling



8.3.2.2 PLANT

PS1 CELLULAR AIRTIME FOR THE EMPLOYERS AGENT

Replace AB 4.1 with the following:

The Contractor shall supply the Employers Agent with a cellular airtime service for the exclusive use of the official purposes for the duration of the contract.

**PS2 CONSTRUCTION
PS2 NAME BOARDS**

Add the following to AB 5.1:

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Employers Agent. Any damage to these boards shall be repaired within seven days of a written instruction issued by the Employers Agent. No payment shall be made in terms of the contract prior to the erection of the name boards.

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

PS6 SURVEY ASSISTANTS

Substitute "two or more suitably educated survey labourers" in the first sentence of PS 5.5 with "two semi-skilled labourers."

PS6 SURVEY EQUIPMENT

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

- a) one tachometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- b) one automatic level plus tripod;
- c) two tachometer staffs and one level staff, all graduated metrically;
- d) one 5m and one 100 m tape measure; and
- e) diverse surveyors necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer representative. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage, and he shall indemnify the Employers Agent and the Employer against any claims in this regard. The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

**SANS 1200 MEASUREMENT AND PAYMENT
SANS 1200 PAYMENT**

Office buildings Unit: Sum

The rate shall cover all time-related costs pertaining to the office building as prescribed in PS AB 3.2.

Telephone and fax Unit: Sum

The rate shall cover all time-related costs pertaining to the telephone and fax as prescribed in PS AB 4.1.

PS AB 8.2.2(c) Name board (1 off) Unit: Sum



The rate shall cover all time-related costs pertaining to the name board/s as prescribed in PS AB 5.1.

PSAB 8.2.2(d) Survey assistance and equipment Unit: Sum

The rate shall cover all time-related costs pertaining to the survey assistants and equipment as prescribed in PS AB 5.6.

SANS 1200 C: SITE CLEARANCE

PS C 3 MATERIAL

PS C 3.1 DISPOSAL OF MATERIAL

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing shall be disposed of at the site indicated at the site inspection. If such a site is indicated at tender stage, the cost of transporting material and debris will be included in the schedule of quantities.

SANS 1200 CONSTRUCTION

SANS 1200C AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Employers Agent, clearing and grubbing are limited to the area of the sports facility, unless there is an area to grubbed for any pipe routing. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Employers Agent. The Contractor may proceed with clearing and grubbing after the handing over of the site.

SANS 1200 CUTTING OF TREES

PS C 5.2.3 Preservation of Trees

PS C 5.2.3.2 Individual trees

Add the following to C 5.2.3.2:

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Employers Agent.

A penalty of R15 000,00 per tree for trees damaged and/or removed will be charged.

SANS 1200 EXISTING SERVICES

Existing services shall be restored to the original state in a state where the contractors have damaged any of the services.

SANS 1200 CONNECTING TO EXISTING NETWORKS

This contract will include connections into existing services as well as repair and making good existing networks. This item will cover such works and any other related works.

SANS 1200 MEASUREMENT AND PAYMENT

SANS 1200 SCHEDULED ITEMS

SANS 1200C Clear and grub (1.0m wide) Unit: m



The removal of all rocks and boulders on site over 0,15 m³ will be paid under sub clause D 8.3.2(b).
The removal of hard rock other than boulders will be paid under sub clause PS DB 8.3.2(b).

SANS 1200C Remove and grub large trees and tree stumps of girth

a) over 1 m and up to and including 2 m Unit: No

b) over 2 m and up to and including 3 m Unit: No

The girth of a tree or stump will be measured at the narrowest point of the tree or stump in the first metre of its height above ground level. Trees and stumps of girth exceeding 1 m will be measured individually and classified according to site in increments of 1 m as indicated above. The rate shall cover the cost of clearing and grubbing trees and stumps of all sizes, cutting branches, backfilling holes, and removing, transporting, and disposing of all such trees, stumps, and branches and associated material.

Remove and grub all trees and tree stumps regardless of girth Unit: No

In exceptional circumstances, where construction is carried out through plantations or where the quantity of trees or girth exceeding 1 m renders individual measurement impracticable the project specification may provide that the clearing and grubbing of trees be measured in hectares. If this method of measurement is used the areas to which it is applicable will be defined clearly on the drawings and the reason for adopting the method of measurement will be stated in the project specification.

The rate shall cover the cost of all operations specified in .8.2.2.

Take down existing fence..... Unit: m

The rate shall cover the cost of taking down the fences, coiling wire, sorting and stacking all material at sites indicated by the Employers Agent and the cost of loading, transporting and offloading such material. The rate shall cover the cost of reinstating fence to original condition on completion of all scheduled work

PROJECT SPECIFICATION**SANS 1200 D: EARTHWORKS****SANS 1200D SCOPE**

This specification covers earthworks for all excavations on site. It covers excavation, the preparation of the ground and any trenches required.

SANS 1200 MATERIALS**SANS 1200 CLASSIFICATION FOR EXCAVATION PURPOSES****SANS 1200 Method of Classifying**

The Employers Agent shall classify excavated materials as Soft Class and Rock. Rock will be measured individually as extra-over items.

TABLE 1 : CLASSIFICATION OF MATERIALS

CLASSIFICATION	DESCRIPTION
Soft	All material other than rock
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.



TABLE 1.1

	NUMBER OF BLOWS REQUIRED FOR A DCP PENETRATION OF 100mm	
	GRANULAR SOIL	COHESIVE SOIL
SOFT - Class 1	≤ 2	≤ 1
SOFT - Class 2	> 2, ≤ 6	> 1, ≤ 5
SOFT - Class 3	> 7, ≤ 5	> 5, ≤ 8
INTERMEDIATE	> 15, ≤ 50	> 8,
HARD	> 50	-

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Employers Agent, the Employers Agent shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Employers Agent on the classification shall then, subject to the provisions of the Contract, be final and binding. The Contractor shall notify the Employers Agent of the presence of what he considers to be rock immediately upon discovery thereof. The Employers Agent will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Employers Agent may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Employers Agent decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

PS D 3.5 BACKFILL MATERIALS

- a) Substitute "from trenches" in D 3.5(a) with "from trenches and street excavations".

Add the following to D 3.5(b):

- c) Road crossings, access to services, farms and camps and any section that fall within the road reserve shall be classified as areas subject to loads from road traffic and must be compacted accordingly to the top of the trench (natural ground level).

PS D 4 PLANT

PS D 4.1 EXCAVATION EQUIPMENT

Add the following to D 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment.

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**SANS 1200 CONSTRUCTION
SANS 1200 PRECAUTIONS
SANS 1200 Water in Trenches**

Water in pipe trenches may cause movement of the pipes as a result of flotation and backfilling must therefore be executed as quickly as possible. If movement of the pipes does occur the contractor must, unless otherwise instructed by the Employers Agent, remove the pipes from the trench and reinstall it at his own expense.

SANS 1200 EXCAVATION



Add the following to DB 5.4:

"Excavation and backfilling should be done with cautious at all times and all excavations shall be restricted within the boundaries of the sports facility ERF unless otherwise stated by the client's agent.

SANS 1200 TRENCH BOTTOM

Substitute "90 %" in the second paragraph of DB 5.5 with "93 %".

SANS 1200 Over Excavation of Trenches

Where pipe trenches are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm uncompacted thickness and must be compacted to the thickness of the adjoining in-situ material or as prescribed by the Employers Agent.

**SANS 1200 BACKFILLING
SANS 1200 General**

Backfilling in road reserves must be compacted in 100mm layers up to natural ground level.

Where prescribed by the Employers Agent all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

SANS 1200 Disposal of Soft Excavation Material

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled.

**SANS 1200 COMPACTION
SANS 1200 Areas Subject To Traffic Loads**

All pipe trenches within road crossings, accesses to services, farms and camps that fall within the road reserve, will be regarded as areas subject to traffic loads. Backfilling of trenches that are subject to traffic loads will be executed in layers of 100mm as follows:

Item	% mod AASHTO	Final Layer Thickness
Approved Backfill	93%	200mm
Main Backfill up to road layers	96%	200mm
Sub-base	97%	200mm
Base	98%	175mm

**SANS 1200 REINSTATEMENT OF SURFACE
SANS 1200 Private Property and Commonage**

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction, and replanted after backfilling.

**SANS 1200 MEASUREMENT AND PAYMENT
SANS 1200 COMPUTATION OF QUANTITIES
SANS 1200 Shoring**

Add the following to DB 8.2.4:

Shoring will only be measured and paid for, if the Employers Agent gives written approval before it is installed.

SANS 1200 Excavation

**(a) Excavation in all material for trenches, backfill, compact and dispose of surplus material..... Unit (m)**

Item will be provided for various pipe diameters in steps not greater than those specified in 5.2 and various depths in increments of 1.0 m measured to the bottom of the bedding layer (see Drawing DB 2, DB 3, and DB 4). Where measured volumetrically in terms of 8.1.2 (a), the volume of excavation will be computed in accordance with 8.2.2 and 8.2.3

The rate shall cover the cost of the same operation in heading where the Contractor elects to use such a method of excavation. The volume or length will be measured for payment on the assumption that normal trench excavation has been carried out. The volume or length in the undisturbed prism of material between the top of the tunnel and ground level will be classified as soft excavation in terms of 3.1. No additional payment will be made for such headings and no deductions will be made for reduced excavation quantities.

(b) Extra-over item (a) above for:

1. Intermediate excavationUnit: m³
2. Hard rock excavation..... Unit: m³
3. Hand excavation and backfill where ordered by the Employers Agent. Unit: m³
4. Soil Crete backfilling where directed by the Employers Agent. Unit: m³

Separate items will not be provided for depth increment, volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the intermediate or hard rock excavation, as the case may be, either to the bottom of the same material or to the bottom of the trench as specified in (a) above, whichever is the lesser. The rates shall cover the additional cost of the excavation and hauling of the more difficult material of unsuitable material.

c) Excavate and dispose of unsuitable material from trench bottom (provisional)...
Unit: m³

The volume will be computed from the trench width determined in accordance with 8.2.3 and m³ the additional depth ordered.

The rate shall cover the cost of the excavation of the additional depth in any material, the disposal of the unsuitable material as specified for soft: excavation in 5.6.3 within free haul distance and the backfilling of the additional depth with suitable material from the side of the trench.

PSLF 8.17 GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5:

PSDB 8.3.3 EXCAVATION ANCILLARIES**PSDB 8.3.3.1 Make up deficiency in backfill material**

- a) from other necessary excavations on site Unit: m³
- b) by importation from-designated borrow pits Unit: m³
- c) by importation from commercial or off-site sources selected by the Contractor Unit: m³

Items (b) and (c) above will not be measured for payment unless importation has been ordered in writing. The volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the backfill to the top of the bedding as shown on Drawing DB-1 or the actual depth of backfill used to make up the deficiency or the depth of additional excavation ordered in terms of B.3.2(c), as applicable. The rate for material from other necessary excavations on site shall cover the cost of selection



of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's method of working, and the disposal of the material that is replaced, all within free haul distance.

The rate for material from designated borrow pits shall cover the cost of royalties, if applicable, excavation and selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within free haul distance. The rate for material from commercial or off-site sources selected by the Contractor shall cover the cost of the acquisition of the material (including royalties, if applicable), the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within free haul distance (see Sub clause 5.2.5.1 of SANS 1200 D or Sub clause 5.2.6.1 of SANS 1200 DA, as applicable).

PS DB 8.3.4 Particular Items

(a) Shore trench Unit : m

Add the following to DB 8.3.4(a) :

The tariff for shoring must also make provision for the difference in the tariff for excavation.

(b) Control of Ground Water Unit : m

The tendered rate for the effective control of ground water shall cover for all equipment, plant, material as well as the labour involved to use the well points, pumps and pipes, etc to control the ground water before and during excavation. The rate shall also cover the maintenance of the equipment for the total contract period. Payment for this item will only be made if the Contractor used well points and pumps to control ground water before or during excavation and measurement will be done on the length of pipe laid in trenches where ground water control had been applied.

PSDB 8.3.5 Existing Services

Existing Services-that Intersect or Adjoin a Pipe Trench (see Sub-clauses 5.1.2 and 8.3.8 of SANS 1200 D or Sub-clauses 5.1.3 and 8.3.5 of SANS 1200 DA, as applicable.)

(See Sub clauses 5.1.2 as applicable.)

(a) Services that intersect a trench (angles between centre-lines in plan of 45-90°)..unit (No)

Except where water pipes are to be recovered, existing water pipes, sewers, storm water pipes, concrete-lined channels and drains, box culverts, electric cables, ducts, kerbs, channels, erf connections and various sizes of pipes and services that intersect a trench of specified width and require various degrees of care, whether or not their presence is known before they are uncovered, will be measured separately. The unit refers to one service, but services that are so grouped that they can be contained within a horizontal dimension of 200 mm measured at right angles to the axis of the services will be measured as one unit.

(b) Services that adjoin a trench (parallel to or at an angle between centre-lines in plan of less than 45°)..... Unit. (No)

In a case where a trench of specified width

1 runs parallel to or at an angle (in plan) of less than 45° to an existing service, and is such that the nearer side of the bottom of the trench lies at least partly between a vertical plane and a plane that lies at an angle of 45° below the horizontal, both planes passing through the axis of the service, the length of service within the minimum base width of the trench, determined in accordance with 5.2, will be measured for payment under this item and the remaining length, the side of the trench which,



in the opinion of the Employers Agent, is rendered liable to collapse because of the existence of such service, will be measured for shoring (see 8.3.4(a)).

The rate for an item scheduled in terms of (a) and (b) above shall cover the additional cost of

- i) care in excavation necessitated by the presence of such service in or across the trench;
- ii) Protecting and maintaining such service in operation by means of temporary supports or shoring, as necessary;
- iii) Delays and disruption of the progress of the work due to the existence of the service¹ and
- iv) Repairs necessitated by damage caused by the Contractor.

PS DB 8.3.5(b) Services that adjoin a trench Unit : No or m

Add the following to DB 8.3.5 (b):

The unit "number" will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment will be made for this.

No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the bill of quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axle of the service will be determined as follows:

The vertical axle is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axle will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service **if approved by the Employers Agent.**

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, or if they are the same distance from the trench for the top one. The maximum number of services that

will be paid for, is therefore one on each side.

There will be distinguished between existing trunk services and existing erf connection.

PS DB 8.3.5.2 Removal and reinstatement of existing grass areas Unit : m²

The rate for the reinstatement of lawns, where it was crossed by pipe trenches, will include the following :

- i) the removal of grass sods in the strip needed for excavating the trench;
- ii) maintenance of the grass sods during the construction period;



- iii) reinstating the grass to its original level and watering it after backfilling the trench.

Payment will only be made for the specified trench width and on approval of the Employers Agent.

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 GA: CONCRETE (SMALL WORKS)

PSG1 SCOPE

This specification covers the requirements for concrete (plain and reinforced) for small works associated with pipelines, roads, railways, pump stations, etc. It covers the basic materials, the plant and formwork required, the quality, manufacture, and curing of concrete, tolerances in workmanship, testing, and the methods by which the finished structure is to be measured for the purposes of payment.

PSGA 3 MATERIAL

PSGA 3.2.1 Applicable Specifications

Add the following to G 3.2.1:

Portland cement that conforms to SANS 50197

PSGA 3.2.2 Storage of Cement

Add the following to G 3.2.2:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than 6 (six) weeks. All cement so stored for a longer period than 6 (six) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

PSGA 4 PLANT

PSGA 4.4 Formwork

PSGA 4.3.3 Ties

Add the following to G 4.4.3:

No ties will be allowed in vertical walls and permanent metal ties shall have a minimum concrete cover of 40 mm. Tie holes shall be filled with an approved non-shrink epoxy grout.

PSGA 5 CONSTRUCTION



PSGA 5.1 REINFORCEMENT

PSGA 5.1.3 Cover

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall be not less than 40 mm.

PSGA 5.2 FORMWORK

PSGA 5.2.1 Classification of Finishes

Add the following to G 5.2.1:

The following surface conditions are required in the various portions of the finished concrete:

(a) **Rough**

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

(b) **Smooth**

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed edges unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

PSGA 5.4 CONCRETE

PSGA 5.4.1 Quality

PSGA 5.4.1.2 Consistency

Add the following to sub clause G 5.5.1.2(a):

The slump of concrete used in water retaining structures may not be less than 30mm and not more than 60mm.

PSGA 5.4.1.5 Strength concrete

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

- | | |
|---|--------------|
| (a) Blinding layers and encasing of pipes | 20 MPa/20 mm |
| (b) Benching | 20 MPa/20 mm |
| (c) Screeds | 20 MPa/14 mm |
| (d) Reinforced concrete | 40 MPa/20 mm |

PSGA 5.4.1.7 Durability



Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increasing the cement content.

PSGA 5.4.8 Concrete Surfaces

Add the following to GA 5.4.8.1:

Concrete surfaces under screeds, granolithic finishes or benching shall be brought up to a plane, uniform surface with a suitable screed board.

PSGA 5.4.11 Construction Joints

The use of construction joints must be minimised and may only be placed as shown on the drawings or at positions as approved by the Employers Agent.

At all construction joints in walls a PVC water stop without a centre bulb must be placed as shown on the drawings.

Alternative materials with similar properties may be proposed but may only be installed after approval of the Employers Agent.

PSGA 5.5.10.4 Wood-floated finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in G 5.5.10.1 and after the concrete has hardened sufficiently; it shall be floated to a uniform surface free from trowel marks. The screed surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

PSGA 5.5.10.5 Steel-floated finish

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screed surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

PSGA 8 Measurements and Payment

PSGA 8.1.1 Formwork

Formwork, other than formwork covered by 8.1.1.2 and 8.1.4, will be measured as the net area of the face of the concrete to be supported during the deposition of concrete. No deduction will be made for fillets and splays of size up to 50 mm x 50 mm or for openings of diameter up to 0,7 m or of area up to 0.5 m².

Formwork in continuous lengths of narrow widths and of fillets or splays over 20 mm x 20 mm will be measured by length, the width or range of widths being stated in the schedule.

Boxing-out, the forming of holes, and other such operations will be measured by number, basic dimensions, perimeters, or drawing references, as stated in the schedule.



The unit rate shall cover the cost of all parts of formwork in contact with the concrete, and the necessary bearers, struts, and other supports, plus the labour and plant necessary to erect and strike such formwork.

PSGA 8.1.2 Reinforcement

Steel for normal reinforced concrete will be measured net by mass of all bars, including supporting steel detailed on the reinforcing schedules. The mass will be computed from the nominal bar size and nominal mass per unit length. No allowance will be made for cutting, waste, spacer devices (materials other than steel bars), or binding wire.

Steel reinforcement for precast concrete units will not be measured unless so scheduled (see 8.6).

made for cutting, waste, laps, or deductions for end cover. The areas measured will be those of the concrete floor or slab being reinforced by means of mesh. In the case of continuous unit partly reinforced by mesh, the area will be computed from the outside dimensions of the area covered by mesh regardless of whether or not additional reinforcing steel is present in the same area.

Steel off cuts resulting from the cutting and bending of reinforcement in accordance with the bending schedules shall be deemed to be the property of the Contractor.

PSGA 8.1.3 Concrete

a) Concrete will be measured net to the dimensions shown on the drawings or to the dimensions cast, whichever are the smaller. Structural elements that are undersized will be measured for payment only if they are accepted by the Employers Agent

b) No allowance will be made for concrete required to make up over break in soft excavation, but payment will be made for additional concrete or formwork, or both, ordered in writing by the Employers Agent to replace unsuitable material or over break in hard rock or in intermediate excavation.

The unit rates shall cover the cost of the provision of concrete (made with ordinary Portland cement unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking of for levelling as applicable, and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.



PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

PSL 5 CONSTRUCTION

PSL 5.1 LAYING

PSL 5.1.1 General

Where connecting to the existing pipeline the position of the existing pipeline must be established by excavating test holes (hand excavation) before any trench excavation to the planned connection point is undertaken. The Contractor will not be compensated for excavation and any other work that is executed and proves to be unnecessary because this specification was not followed.

C3.1.9. MISCELLANEOUS

C3.1.9.1. Labels

Labels shall be installed as required in terms of the relevant codes of practice and as further specified in this Tender Document. All labels shall be in English with capital letters, in black and on a white background, and a minimum of 4 mm in height. All labels shall be of ivory or plastic construction and riveted / screwed in place.

C3.1.9.2. Safety Signage

The Civil Works Contractor shall supply and install all danger, sub-station and safety notices and signs in terms of the relevant regulations. All safety signage installed shall be in accordance with SANS 1186.

C3.1.9.3. Access roads

Temporary access roads, which may be required to reach various parts of his Site, will be the Contractor's responsibility.

Protection of existing works or services

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall protect and exercise the greatest care when working in the vicinity of such services.

C3.1.9.4. Contract work

This project will be conducted as a labour-intensive project and emphasis will be placed on job creation as well as on training. A maximum of 30% of the contract value must therefore be subcontracted to a locally based SMME'(s), local business and procurement of material, where successful bidder is not based within the TSEWELOPELE Local Municipality. Proof indicating the work to be subcontracted and the value thereof to be presented to the municipality with the acceptance letter.

C3.1.9.5. Completion of document

The tenderer's attention is drawn to the fact that if the Schedules and/or the Bill of Quantities of this



specification are not completed. The tender cannot be adjudicated and will be disqualified.

C3.1.9.6. Test

After completion of the works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installations will be inspected and the Contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise. The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installations at completion.

C3.1.9.7. Maintenance of Installations

With effect from the date of the Works Completion Certificate the Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof. If during the said period the installations is not in working order for any reason for which the Contractor is responsible, or if the installations develop defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments.

Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the

Representative/Agent or the Director-General, at his own expense replace the whole of the installations or such parts thereof as the Representative/Agent or the Director-General may deem necessary with apparatus specified by the Representative/Agent or the Director-General.

C3.1.9.8. Regulations

The installation shall be erected and tested in accordance with the Acts and Regulations as indicated in the scope of works

C3.1.9.9. Notices and Fees

The Contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local Supply Authority. On production of the official account, only the net amount of the fee charged by the Supply Authority for connection of the installation to the supply mains, will be refunded to the Contractor by the TSEWELOPELE Local Municipality. The Contractor shall issue all notices and make the necessary arrangements with Supply Authorities, the Postmaster-General, S.A. Transport Services, Provincial or National Road Authorities and other authorities as may be required with respect to the installation

C3.1.9.10. Balancing of Load

The Contractor is required to balance the load as equally as possible over the multiphase supply

C3.1.9.11. Service of Conditions

All plant shall be designed for the climatic conditions appertaining to the service

C3.1.10.1. Facilities for contract personnel:

C3.1.10.2. Toilet facilities

The Contractor shall provide for the supply and erection of proper temporary latrines for the use of his employees, to the satisfaction of the Engineer's representative. The Contractor shall maintain the latrines in a thoroughly clean and hygienic condition for the duration of the contract. On completion of the contract the Contractor shall remove these temporary latrines from site



C3.1.10.3. Electrical power for construction

The Contractor shall provide all electricity required for the execution of the works at his own expense.

C3.1.10.4. Water for construction

The Contractor shall provide water required for the execution of the works at his own expense.

C3.1.10.5. Construction camp:

The Contractor will negotiate his own site for the establishment of a site office and store. The Contractor shall be responsible for keeping the area neat, tidy and clean. On completion of the contract all temporary buildings, roofs, fencing, etc., shall be removed from the site at the Contractor's expense and the camp site restored to the satisfaction of the Employers Agent.

C3.1.10.6. Storage accommodation

The Contractor shall at his own cost provide and maintain adequate and suitable storage of all perishable or corrodible materials and fittings on sites to be approved by the Employer. Such storage accommodation. Particularly in the case of cement stores. Shall be ventilated weather and waterproof, with raised off the ground to keep the materials perfectly dry and fully aerated and shall be subject to the approval of the Employer, who shall always have free access to the storage sheds.

C3.1.10.7. Clearing the site

During progress and upon completion of the Works and before acceptance and final payment is made, the Contractor at his own expense shall fill pits and clear the Works and all ground occupied by him in connection with the Works, of rubbish, excess materials, false work, temporary structure and equipment, and all parts of the Works shall be left in a neat, presentable condition. All excess materials, soil, rocks, etc., shall be removed by the Contractor.

C3.2: CONTRACT / STANDARDS SPECIFICATION

The following specifications are applicable to this Contract.

C3.2.1 WORKS SPECIFICATIONS

C3.2.1.2 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications that apply to this Contract are listed in Part C3.6.1. All data and variations to these specifications are given in Part C3.6.2, Specification Data.

C3.2.1.3 Particular / Generic specifications

The Particular / Generic specifications that apply to this Contract are listed in Part C3.6.1. All data and variations to these specifications are given in Part C3.6.2, Specification Data.

C3.2.2 PLANT AND MATERIALS

C3.2.2.1 Plant and materials supplied by the Employer

The Employer will not supply any plant or materials.

C3.2.3 CONSTRUCTION EQUIPMENT

C3.2.3.1 Requirements for equipment

All equipment shall be maintained in a good running order and will be safe for the use of all staff and operators.



C3.2.3.2 Equipment provided by the Employer

The Employer will not provide any equipment.

C3.2.4 EXISTING SERVICES

C3.2.4.1 Known services

An existing water line is situated on the outskirts of town and will be used to supply the development with water.

C3.2.4.2 Treatment of existing services

All services found on Site shall be protected during the construction period and care shall be taken not to discontinue or stop the service delivery of these services.

C3.2.4.3 Damage to services

The Contractor shall take the necessary care not to damage any of the known services and shall institute any required measurements to protect these services.

C3.2.4.4 Reinstatement of services and structures damaged during construction

The Contractor shall notify the Employers Agent as well as the relevant authorities of any damage to existing services.

The cost of repairing or reinstating the services will be for the Contractor.

C3.2.6 PERMITS AND WAY LEAVES

The Contractor will be required to obtain any way leaves that may be required from the relevant authorities to do construction work within the area of the existing services.

The contract will provide compensation to the Contractor for this service.

C3.2.7 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor will be required to confirm the position and levels of all existing services before construction or alterations to these services may take place.

If it is found that any discrepancies exist with the construction drawings, the Employers Agent should be notified as soon as possible and before any construction about the service takes place.

C3.2.8 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor will be required to do all survey control and setting out of the services as per the construction drawings.

The cost for this function will be deemed to be included in his tender price and no separate amount will be payable.

C3.2.9 TRAINING

C3.2.9.1 General

An aspect of the aim of this Contract is to provide training for the local labour employees. (See also C3.4.11).

C3.2.9.2 Training of local labour



All local labour employed on this Contract shall receive in-service training.

C3.2.10 LABOUR INTENSIVE

C3.2.10.1 General

Except as allowed for, all restricted excavation, trimming of excavations, backfilling around structures, trench excavations and similar tasks shall be carried out using labour intensive construction methods. The Employer's aims in using such methods are:

- to provide employment for as many of the unemployed people in the area as possible. The Contractor shall, therefore, only employ people who have been unemployed for at least 6 months and shall not employ farm labourers, etc., who are not unemployed.
- to provide the labour force with inhouse training which will be of use on similar projects in the future.
- to develop and encourage private initiative and entrepreneurship in this manner. The Contractor shall, therefore, recruit labour from the local community on an informal subcontract basis and will only be allowed to use his own personnel in respect of activities such as setting out, marking positions of trenches, delivery of materials.

The Contractor is at liberty to employ specific "subcontractors" for specific tasks, or to employ such "subcontractors" for a variety of tasks.

Equipment such as picks and spades shall be supplied by the Contractor on a "lease-lend" basis to each "subcontractor". All manufactured materials such as pipes, pre-cast concrete and fittings shall be purchased by the Contractor and supplied to the "subcontractors" as necessary.

The proposed tariffs, method of payment and any other necessary agreement between the Contractor and his "subcontractors" shall be drawn up by the Contractor himself. The remuneration of workmen under this Contract shall not be less than the minimum wage payable to workers in the civil Employers Agenting industry for the relevant magisterial district, as published in the BCCEI wage and task collective agreement.

Although certain aspects of the work will therefore be carried out by means of manual labour, this will not in any way limit or detract from the Contractor's contractual responsibilities in respect of quality or correctness, nor will it imply that the prescribed quality specified in this document will be waived.

C3.2.10.2 Works to be carried using machinery

Labour intensive means that, with the exception of the following activities, all work associated therewith shall be carried out by hand:

- a) Excavation of "hard rock" and "intermediate material", as defined in Sub clause 3.1.2 of SANS 1200 D: Mechanical equipment such as trench excavators and jack hammers or air drills for blasting work may be used. For measurement and payment purposes this "intermediate material" will be classified as soft material.
- b) Compaction of the trench bottom, pipe bedding, fill blanket and backfill material: Equipment such as plate compactors may be used.
- c) Watering of bedding and backfill material for compaction purposes: A water cart may be used.
- d) Importation of bedding and selected backfill material from approved sources and the removal of surplus/unsuitable material to spoil sites: Digger-loaders and trucks may be used.
- e) Mixing of concrete: Concrete mixers may be used where bulky amount of concrete is required.
- f) Loading, transportation including that portion of the trip on site, and off-loading of all materials which have to be imported to the site from sources off the Site or which have to be removed from site and taken to destinations off the site: Trucks and mechanical lifting equipment may be used.
- g) Loading, transportation on Site and placing of heavy components such as precast concrete manhole slabs, valves and the like: Digger-loaders, trucks and mechanical lifting equipment may be used.



- h) Placement and compaction of selected layers, subbase and base: Conventional road building plant may be used.

C3.2.10.3 Documentation

Every month the Contractor shall submit to the Employers Agent a schedule listing all the local labour employed on the project and giving the wages earned.

C3.2.10.4 Measurement and payment

The labour-intensive tasks and production rates shall be determined by the Contractor in accordance with the tendered rates.

The rates for labour intensive items shall cover all overheads and the Contractor's profit, additional supervision, all setting out and the cost of any other operation necessary to complete the work in accordance with the specification. In addition, the rates for labour intensive items shall cover the tariff paid directly to the labourers in respect of the relevant task.

C3.2.11 TRAINING OF LOCAL LABOUR

C3.2.11.1 General

The Contractor shall provide in-service training for labourers recruited from the local community. The training shall cover semi-skilled labour activities such as pipe laying, bricklaying, etc.

C3.2.11.2 Method of training

The training for pipelaying, etc. (see Item A9) shall commence without delay. Although the other training can take place in-service, it is advised that all training programmes be initiated in the pre-construction period.

The Tenderer shall indicate how such training is to be done on the schedule bound into this document, and which accredited training scheme will be used.

C3.2.11.3 Method of payment

Direct payment through EFT method.

C3.2.12 NORMAL WORKING HOURS

If the Contractor is given permission, in terms of Clause 5.8.2 of GCC 2015, to work outside the working hours, he shall arrange with the Employers Agent, in good time, for watching and supervision of the Works, he shall be responsible for paying the additional costs of watching and supervising incurred by the Employers Agent and he shall provide adequate lighting for the construction area and access (es) as necessary at his own expense.

C3.2.13 LIGHTING

Should the Contractor wish to work when the natural light is inadequate for the type of work to be undertaken he shall, at his own expense, provide and maintain in good condition, adequate high-powered flood lighting for all portions of the work over which he is operating.

If, in the opinion of the Employers Agent, the resulting illumination is not adequate for the safe and efficient execution of the work, additional lighting plant shall be provided at the Contractor's expense. Failing this, night work will be prohibited.

C3.2.14 EMPLOYMENT OF LOCAL LABOUR



C3.2.14.1 General

Details of the labour from local areas to be employed, shall be entered in the Personnel Schedule. The area for the employment of "local labour" shall be deemed to include the Phahameng area. The Contractor shall also state in this Schedule the description and numbers of key personnel that he wishes to bring to the Site. Key personnel shall include foremen, artisans, clerks and skilled supervisors.

The Contractor shall submit with each statement of payment, a monthly labour report to the Employers Agent, indicating the number of temporary and permanent local employees employed on the Works, and the activities on which they were engaged. Formal up to date records shall be kept of all payments made to subcontractors and labourers.

C3.2.14.2 Monthly labour returns

The returns shall be similar to the format given in the Pro Forma: Monthly Labour Returns bound in the document, or as approved by the Employers Agent.

The following conditions of work, in addition to statutory requirements, shall apply:

- a) The Contractor shall give to a temporary employee, at the earliest possible opportunity, notice of the termination of the project and/or the requirements of that employee's participation in the project; provided that such notice shall not be less than 2 days. Payment may be made in lieu of such notice.
- b) The temporary employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the Employer and the employee, the type of work done by the employee, the date of commencement, a record of training received and the date of termination of the contract.
- c)

C3.2.15 CONTINUANCE OF OPERATION OF EXISTING SERVICES

All existing services shall be maintained in operation unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

Apart from the provision made in the Bill of Quantities for payments to cover the extra cost of hand excavation in locating and crossing various services, no additional payment for preliminary or hand excavation will be made.

It is likely that further services not shown on the drawings may exist along the routes of the pipelines. The Contractor shall take all possible care to ensure that such services are not damaged.

C3.2.16 CONNECTION TO EXISTING SERVICES

All connections to the existing water reticulation systems shall be undertaken in a manner and at times to be approved by the Employers Agent. It is anticipated that the contractor will have to supply drinking water at strategic points in the village during the down-time. No claims for additional payment will be considered in this regard.

C3.2.17 NEATNESS OF THE SITE

The Works are in within the sports facility therefore, the Contractor shall, on a day-to-day basis, keep the area of the Works in a condition acceptable to the Employers Agent.



C3.2.18 CORROSION PROTECTION FACILITIES

The Contractor is to ensure that the facility is always kept clean from debris and the access material and excavated material is well stacked at a designated area prior spoiling to the designated fill identified by the Employer.

C3.2.19 PROTECTION OF THE ENVIRONMENT

The Contractor shall comply with the following requirements:

The Contractor shall ensure that no damage whatsoever is caused because of his operations or otherwise by his workmen in the areas adjacent to the Site.

The movement of plant and workmen shall be restricted to the construction areas and essential access routes. No Contractor's workmen will be permitted in any area which is designated by the Employer as "Restricted".

Within the Site the Contractor shall take steps to protect all property, landscaping, vegetation and soil not directly affected by the works and shall ensure that no avoidable damage or disturbance is caused, and that no erosion is allowed to occur.

No trees shall be felled without the written permission of the Employer. Trees that are not to be felled shall not be mutilated in any way. No firewood may be collected.

No fires may be lit except at places approved by the Employers Agent. The Contractor shall ensure that the fire hazard on and near the site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the site and/or any other material may only be done on site if permitted in writing by the Employers Agent and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

The Contractor shall remove rejected and surplus material, debris and rubbish at the earliest opportunity and shall on a day-to-day basis keep the site neat and tidy to the satisfaction of the Employers Agent.

All scarred areas, borrow and spoil areas, cut and fill slopes, all temporary haul and access roads and tracks and any other areas where the vegetation has been removed or damaged, shall be reinstated to restore the area as nearly as possible to its original state. Such reinstatement shall include the removal of refuse, debris and construction infrastructure and materials, the scarifying of all hardened surfaces, the replacement and spreading of unused material, the correction of drainage deficiencies to provide free drainage, the flattening of cut and fill slopes and the shaping and trimming of surfaces, all as necessary or as directed by the Employers Agent.

The Contractor shall ensure that his workmen are properly instructed and carry out the requirements of this clause. The Contractor will be held liable for all unauthorized damage caused by him or any of his workmen.

C3.2.20 FENCES

Where, in the opinion of the Employers Agent, it is necessary to remove existing fences or portion of fences, the Contractor shall dismantle and stack the various components of the fence at a safe place for later re-erection. No gate, fence or portion of fence shall be removed without the prior, written approval of the Employers Agent. On completion of the Contractor's operations in an area, the existing fence line shall be either replaced with new fencing to the identical type or reinstated to at least the standard of the original fence by using the materials which were dismantled and stacked together with new materials to make up any shortfall, all as ordered by and to the approval of the Employers Agent. The Contractor is strongly advised to make sketches and, where applicable, take photographs of existing fences before they are removed to minimize possible arguments that may arise between himself and the property owner concerning the quality of the original and re-erected fences. Removal of fences and re-instatement will be measured separately per linear meter.

C3.2.21 SURVEY BEACONS AND ERF BOUNDARY PEGS

The Contractor shall also protect all bench marks and reference pegs and shall replace these at his own cost if they are disturbed during construction.



C3.2.22 EXISTING SERVICES

C3.2.22.1 General

A number of services, inter alia water pipelines and sewers, Telkom cables, LT and HT electric power cables may be encountered in the vicinity of the Site.

No guarantee can be given that all affected services are indicated on the drawings, or that, if they are shown, they are shown exactly in the correct location. Once located, the exact location, level and nature of the service shall be recorded and given to the Engineer Representative in writing.

The Contractor shall, expose all services by hand in advance of his trenching operation to reduce the risk of damage to existing services.

The Contractor shall take special care not to damage any existing services and shall comply with all the requirements of the relevant authorities during construction. The Contractor will be held solely responsible for the protection of all known services and for any claims for damages arising from damage to any such service.

The Contractor shall give assistance to other authorities as required when the authority concerned undertakes to locate and protect their service.

C3.2.22.2 Telkom and power cables

Before any excavation is carried out within 10 m of the approximate position of an underground Telkom, electric power cable or any other control cables, the Contractor shall notify the Employers Agent in writing, giving 5 working days' notice, and shall ascertain and comply with any conditions that have been imposed for such work. No excavation shall be carried out within 10 m of the cable until the cable has been exposed and protected by the owner or by the Contractor with the prior written approval of the owner.

C3.3 MANAGEMENT OF THE WORKS

C3.3.1 MANAGEMENT OF THE WORKS

C3.3.1.1 Applicable SANS 1921 standards

There are no SANS 1921 standards applicable to this contract.

C3.3.1.2 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications that apply to this Contract are listed in All data and variations to these specifications are given in the Specification Data.

C3.3.1.3 Particular / Generic specifications

The Particular / Generic specifications that apply to this Contract are listed in Part C3.6.1. All data and variations to these specifications are given in Part C3.6.2, Specification Data

C3.4. PLANNING AND PROGRAMMING

C3.4.1.4.1 Submitted programme of work

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form.

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) the various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Subcontractors, in sufficient detail to be able to assess construction progress,
- b) critical path activities and their dependencies,
- c) key dates in respect of work to be carried out by others,



- d) key dates in respect of information to be provided by the Employers Agent and/or others,
- e) predicted cash flow programme.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Employers Agent in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.5. GENERAL ALLOWANCES

C3.5.1.4.2 General Allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) searching for, dealing with and carrying out alterations to the existing services,
- d) the accommodation of public access and traffic,
- e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, and
- f) the limitation on length of open excavations as specified in SDDb5-5.

C3.5.1.6 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Employers Agent, such revised programme will not make up the lost time, the Employers Agent shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganization will not be accepted.

C3.5.1.6.1 Neatness of the site

The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Employers Agent.

C3.5.1.6.2 Work across farmland

No construction shall be commenced in any camp containing livestock until arrangements have been made with the owner to have them removed and they have been removed. The Contractor shall ensure that any gate opened by him is attended until it is closed.

C3.5.1.6.3 Extension of time resulting from abnormal rainfall

Extension of time will only be considered for rainfall or saturated conditions that will influence the quality of work and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
- c) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Employers Agent, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
- d) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations,



- e) less the anticipated number of days given in the Schedule below.
- f) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
- g) Where a portion of a month is involved, a pro rata number of days shall be calculated.

C3.5.1.7 Quality plans and control

The Contractor shall supply the Employer with a quality plan within 14 days after being appointed, showing how quality assurance will be managed on site.

C3.5.1.8.1.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

C3.5.1.8.1.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

- a) take all precautions to prevent:
 - i. the erosion of soils and/or
 - ii. loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
- c) take care to cause the minimum of disturbance to the fauna and flora.
- d) take precautions to keep the risk of fire to a minimum,
- e) arrange that timber for firewood be obtained only from such places as may be approved by the Employers Agent;
- f) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- g) prohibit all firearms from the site and temporary camps.

C3.5.1.10 Other contractors on site

There will be no other contractors on Site.

G

C3.5.1.10.1 General Attendance on other contractors

C3.5.1.11 Testing, completion, commissioning and correction of defects

As the project will consist out of two aspects of construction namely civil services and top structures, it will be the responsibility of the contractor to correct all defects that may occur to previously completed and tested material or construction work. The site will be taken over by the Employer as a whole or in phases only once all work in that phase is completed.

C3.5.1.12 Recording of weather

The Contractor will be required to keep daily records of the weather including temperatures and rainfall. These records should be made available to the Employers Agent at every monthly site meeting.



C3.5.1.13 Format of communications

All instructions or requests should be noted in a site instruction book that will be permanently available on site.

C3.5.1.14 Key personnel

A list of all key personnel and their contact details should be made available to the Employers Agents within 7 days after the commencement of work.

C3.5.1.15 Management meetings

Management meetings will be held at least once per month at a pre-arranged venue. The Contractor shall make available the personnel as required to attend these meetings. All personnel attending shall have the required capacity to make decisions regarding the execution of the project.

C3.5.1.16 Daily records

Daily records will be kept by the Contractor regarding materials, plant and labour on site. These records should be made available to the Employers Agent on request.

C3.5.1.17 Payment certificates

Payment Certificates will be issued and processed once per month. The dates that such certificates should be submitted to the Employers Agent will be confirmed once construction commences.

C3.6. LIST OF APPLICABLE SPECIFICATIONS

The following specifications shall apply to this contract:

- a) SANS and Codes of Practice

C3.6.1 CONSTRUCTION

Although not bound in nor issued with this document, the following Standardized Specifications for Civil Employers Agenting Construction, as amended in the Specification Data, form part of this document and, notwithstanding Sub clause 2.2 of SANS 1200 A, the edition specified below shall apply:

SANS 1200 A – 1986: General
SANS 1200 AB – 1986: Engineer office
SANS 1200 C - 1980 (as amended 1982): Site clearance
SANS 1200 D - 1988 (as amended 1990): Earthworks
SANS 1200 GA - 1982: Concrete (small works)

SANS 1200 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

ADD THE FOLLOWING:

Method (ii) (Critical-path method)

Extension of time resulting from abnormal rainfall or other forms of weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The value of "n" working days per calendar month as



specified in this clause shall be as given in table below. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), 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, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.

The rainfall records for Bultfontein according to the website (World Weather Online) is captured in table below for information purposes only. The symbols are those given for Method (i) in the standard specifications."

Information Source: <https://www.worldweatheronline.com/Bultfontein-weather-averages/free-state/za.aspx>

Height: 1313m above M.S.L.

The formula below shall be used to calculate separately the delay for each calendar month or part thereof.

Table 1:

MONTH	Nn (days)	Rn (mm)
January	9	42
February	8	35
March	6	20
April	5	23
May	3	8
June	1	6
July	1	3
August	1	4
September	1	5
October	4	16
November	6	27
December	10	37
TOTAL	55	226

It shall be calculated each month during the period referred to in the general conditions of contract as the time for completion of the works (including any extension thereof that may have been granted), or until the issue date of the certificate or practical completion, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for that month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the contract:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

If any value of V is negative and its absolute value exceeds Nn, then V shall be equal to minus Nn.

The delay for a part of a month shall be calculated by substituting pro rata values for the variables in the equation.

The symbols shall have the following meanings:

V = Delay due to rain in calendar days in respect of the calendar month under consideration.



N_w = Actual number of days in the calendar month on which a rainfall of Y mm or more per day has been recorded.

R_w = Actual rainfall in mm for the calendar month under consideration.

N_n = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

R_n = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specification.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(N_c - N_n)$ calendar days, where N_c = number of calendar days in the month under consideration.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfalls equals or exceeds Y mm per day.

The factor $(R_w - R_n) \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

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

SERIES 0: GENERAL

PS 13: PROTECTION OF EXISTING SERVICES

PS 13: General

ADD THE FOLLOWING:

"The approximate positions of all known existing services are shown on the drawings. Refer to section C3.4.5 Existing Services regarding the exposing of existing services."

PS 14: Alterations and repairs to existing services

The following telephone numbers will be applicable in the event of damage to existing services:



Water	:051 853 1111
Sewerage	:051 853 1111
Roads and stormwater	:051 853 1111
Electricity	:051 853 1111

PS 15: NOTICES, SIGNS AND ADVERTISEMENTS

ADD THE FOLLOWING:

"The standard nameboard of TSEWELOPELE Local Municipality is specified for civil work and detailed on the drawings and the Contractor shall have all relevant information written on the nameboard. The Contractor shall appoint a qualified sign writer to execute the work, and all information shall be displayed according to the Engineer requirements.

The signboards should contain the following information:

Project description:

Contract number:

Contractor's name:

Blasting date:

Blasting time:

Contractor's cell/emergency number: Engineer

Representative cell number:

SANS 1200: MEASUREMENT AND PAYMENT

SANS 1200A: Preliminary and general charges

ADD THE FOLLOWING:

"Calculations for time-related charges will be made on a pro-rata basis in the event of time extensions being granted which is limited to a particular activity or a particular portion of the work. The Contractor shall submit the breakdown of the time-related charges (as per the pro- formas included at the end of this section of the project specifications) to the Employers Agent at the same time as the surety (which has to be submitted in terms of the GCC 2015) so that it can be included in the final Contract document."

The tendered rates under sub item SANS 1200A shall represent that part of the contractor's preliminary and



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general charges which is related to the time required for the completion the project within the 6 months period. The number of months payable shall only be the number of months the contractor shall be employed on a project. No time related charges shall be paid to the contractor if his services are not required within the 6 months period.

NOTE: The Employers Agent shall not negotiate directly with subcontractors and all problems relating to payment, programming, workmanship, etc., are matters between the Contractor and his subcontractors.

“



Item	Description	Unit
PS 17	Training Training of targeted labourers Charges required by the Contractor on sub-item PS8 above The provisional sum allowed for in item PS8 will be used for reimbursing the Contractor for the actual invoiced charges paid by him to approved training organisations appointed by the Contractor. Where the unit of measurement for sub item PS8 is specified as a percentage, the Contractor shall be paid the respective percentage (as stated by the Contractor in his tender) of the amount certified by the Employers Agent for payment under the related sub item PS8. - The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety. - The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he / she is employed for 4 months or more.	Prov sum Percentage (%)



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Item	Description	Unit
	• The contractors shall do nothing to dissuade targeted labour from participating in the abovementioned training programmes. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of PS8 above. • Proof of compliance with the requirements of PS8 to PS8 must be provided by the Contractor to the Employer prior to submission of the final payment certificate. • A minimum of 10 workers must be trained during the contract project period. All labourers on site must wear the necessary protective clothing including an orange overall. All labourers must also wear a bright reflected jacket over their overall. On the front of the jacket (coat) the "TSEVELOPELE Local Municipality" name must appear with the TLM logo. On the back the letters "EPWP" must appear with the TLM logo.	



SANS 1200A: Offices

One office, which shall also serve as conference room, shall be constructed at the construction site for the exclusive use of the Employers Agent.

The office shall have floor dimensions of at least 4m x 8m. Window area shall be at least 15% of the total floor area. All windows shall be fitted with gauze and blinds.

The following fittings, furniture and equipment conforming to the specifications in this clause shall be supplied in the office:

- a) One (1) office desk, 0,73m high, with a surface area of at least 1,5m
- b) Two (2) steel cupboards, 1,8m high x 900mm wide x 450mm deep with a lock and two keys each.
- c) One (1) 4-drawer filing cabinet with locking facilities.
- d) One air-conditioning unit, capable of both heating and cooling the air in the office, to an acceptable standard, which must be on a working condition at all times.
- e) 2 x 1,8m double 80 Watt fluorescent type lights.
- f) One (1) conference table for 7 people capable of holding size A0 drawings.



- g) Eight (5) padded office chairs.
- h) Two (2) waste paper baskets.
- i) One (1) suitable mounted rain gauge, type and position approved by the Employers Agent.
- j) Pin-boards with sufficient space to mount at least 3-A0 size drawings.
- k) All windows must have Venetian type blinds.
- l) 3 x 15A plug units. Earth leakage shall be provided.

PS4: Laboratories

ADD THE FOLLOWING:

"All testing shall be carried out by an approved laboratory engaged by the Contractor at his own cost. These costs will be deemed to be included in the rates tendered for the items of work requiring testing. These tests will be regarded as satisfying the requirements both of process control and acceptance control as specified in section 901."

: SERVICES

: Water, electricity, gas and telephone

ADD THE FOLLOWING:

Potable water at normal household pressure and electric power supply is required for the duration of the contract 24 hours per day.

Telephone and data facilities:

A cellular airtime will be provided to the Engineer on site for the duration of the contract as indicated under preliminary and general SANS 1200A PS1.

SERIES 1: ANCILLARY WORKS

SECTION 101: SITE CLEARING AND GRUBBING

SANS 1200 C: THE CUTTING OF TREES



Preservation of trees

ADD THE FOLLOWING:

"The penalty in respect of damage to, or unauthorized removal of trees, irrespective of type or size, that have been marked or indicated by the Employers Agent to be preserved, will be R5 000,00 per tree."

SERIES 2: EARTHWORKS

SECTION 201: GENERAL

DEFINITIONS

Hand excavations

ADD THE FOLLOWING:

"The classification of excavations as hand excavations will be done by the Employers Agent on site."

SURPLUS MATERIAL

Spoil sites will not be provided by the Employer.

STOCKPILING OF MATERIALS

ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:

"All stockpile sites for temporary stockpiling of material will be indicated by the Employers Agent on site when necessary. The temporary stockpiling of materials will only be paid for when carried out on the written instruction of the Employers Agent."

SECTION 202: TRENCHING

Measurements for certificates

Standard Specifications:

Classification of Materials Excavated



SPECIFICATION EMA: ENVIRONMENTAL MANAGEMENT (BASIC)**CONTENTS****Clause**

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SPECIFICATION EMA: ENVIRONMENTAL MANAGEMENT (BASIC)

1. SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment. It contains clauses that are generally applicable to the undertaking of civil Employers Agenting works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

Interpretations and variations of this Specification are set out in the Specification Data.

2. NORMATIVE REFERENCES

2.1 Supporting Specifications

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- a) Specification Data;
- b) SANS 1200 Series of Standardized Specifications;
 - i) SANS 1200 A , as applicable;
- c) Specification AO
- d) Construction Regulations, 2014, and e)
 - ¹ Standards listed in Appendix A.

3. DEFINITIONS

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

Environment	:	The surroundings within which humans exist and that are made up of: i) the land, water and atmosphere of the earth; ii) micro-organisms, plant and animal life; iii) any part or combination of i) and ii) and the interrelationships among and between them; and iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.
Potentially hazardous Substance	:	A substance that, in the reasonable opinion of the Employers Agent, can have a deleterious effect on the environment.
Method Statement	:	A written submission by the Contractor to the Employers Agent in response to the Specification or a request by the Employers Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Employers Agent when requesting the Method Statement, in such detail that the Employers Agent is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.



The Method Statement shall cover applicable details with regard to:

- construction procedures,
- materials and equipment to be used,
- transportation of equipment/materials to and from site, movement of equipment/materials on site,
- storage of materials on site,
- containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- timing and location of activities,
- areas of non-compliance with the Specifications and
- any other information deemed necessary by the Employers Agent.

Reasonable	:	Unless the context indicates otherwise, reasonable in the opinion of the Employers Agent after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998).
Solid waste	:	All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).
Contaminated water	:	Water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/ personnel wash areas.

4. REQUIREMENTS

4.1. Materials

4.1.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured and covered to ensure safe passage between destinations. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

4.1.2 Hazardous substances

Procedures detailed in the Materials Safety Data Sheets (MSDS) shall be followed in the event of an emergency situation.

Potentially hazardous substances shall be stored, handled and disposed of as prescribed by the Employers Agent.

4.2 Plant



4.2.1 Ablution facilities

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

4.2.2 Solid waste management

The Contractor shall provide sufficient bins with lids on Site and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, as approved by the Employers Agent.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Employers Agent with a certificate of disposal.

4.2.3 Contaminated water

Contractor shall set up a contaminated water management system, which shall include collection facilities, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, into the environment.

The Contractor shall notify the Employers Agent immediately of any pollution incidents on Site. The Engineer approval is required prior to the discharge of contaminated water to the Municipal sewer system.

4.2.4 Noise

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The provisions of SANS 1200 A Sub clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens and no amplified music shall be allowed on Site other than in emergency situations.

The Contractor shall restrict any of his operations that may result in undue noise disturbance to the hours of 08:00 to 17:00 on weekdays and Saturdays. Unless otherwise agreed to with the Employers Agent.

4.2.5 Fuel (petrol and diesel) and oil

Fuel may be stored on site in an area approved by the Employers Agent. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowers. The tanks/ bowers shall be situated on a smooth impermeable surface (concrete or 250 µm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks/ bowers. Provision shall be made for refueling at the fuel storage area, by protecting the soil with 250 µm plastic covered with a minimum of a 5 cm layer of sand.



The Contractor shall prevent unauthorized access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

4.2.6 Equipment maintenance and storage

Leaking equipment shall be repaired immediately or removed from the Site. Where practical, maintenance of plant shall not occur on site. Where emergency maintenance is necessary, the Contractor shall ensure that this does not result in contamination of the soil or vegetation. Drip trays shall be provided in construction areas for stationary and "parked" plant as well as during emergency servicing of vehicles. Drip trays shall be inspected and emptied daily. The contents of drip trays shall be disposed of at an authorized facility. Drip trays shall be closely monitored during rain events to ensure that they do not overflow.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

4.3 Methods and procedures

4.3.1 Method Statements

Any Method Statement required by this Specification, the Employers Agent or the Specification Data shall be produced within such reasonable time as is required by this Specification, the Employers Agent or the Specification Data. The Contractor shall not commence the activity until the Method Statement has been approved. Except in the case of emergency activities, the Contractor shall allow a period of two weeks for approval of the Method Statement by the Employers Agent. Such approval shall not unreasonably be withheld.

Method Statements in respect of environmental management that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

- 1) Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
- 2) Solid waste (refuse) control and removal of waste from the Site, including the number, type and location of rubbish bins, the manner and frequency with which the waste will be removed from site and the disposal site.
- 3) Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
- 4) Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.

4.3.2 Environmental awareness training

Within seven days of the Commencement Date, the Contractor's site staff including foremen and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Employers Agent prior to the Commencement Date to fix a date and venue for the course. The Contractor shall provide a suitable venue with facilities as required by the Specification, Data and ensure that the specified employees attend the course.



Any new employees coming on to site after the initial training course and the Contractor's suppliers and subcontractors shall also attend this course. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Employers Agent with a copy of the attendance register the day after each course.

4.3.3 Construction personnel information posters

As required by the Specification Data, the Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters will be supplied by the Employers Agent and shall be erected at a location specified by the Employers Agent.

4.3.4 Site clearance

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the Works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilized as soon as possible. The detail of vegetation clearing shall be subject to the Engineer's approval.

Should fauna be encountered during site clearance, earthworks shall cease until such fauna have been safely relocated.

4.3.5 Site division and Site demarcation

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. As required by the Specification Data, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Employers Agent. Such fences shall, if so specified, be erected before undertaking designated activities.

4.3.6 Access routes/ haul roads

On the Site, and, if so required by the Specification Data, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimize disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20km/h.

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

4.3.7 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) shall be as approved by the Employers Agent. The concrete/cement batching plant shall be kept neat and clean at all times.

The batching plant shall be located on a smooth impermeable surface (plastic) and shall be bunded and sloped towards a sump to contain spillages of substances.

All wastewater resulting from batching of concrete shall be disposed of via the contaminated



water management system and shall not be discharged into the environment.

Empty cement bags shall be stored in temporary weatherproof containers and shall be disposed of on a regular basis via the solid waste management system.

The Contractor shall take all reasonable measures to prevent the spillage of cement/ concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.

Where “ready-mix” concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the “ready-mix” delivery shall be immediately cleared and disposed of via the solid waste management system.

4.3.8 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Employers Agent immediately. Smoking shall not be permitted in those areas where it is a fire hazard. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other “hot” activities are undertaken.

4.3.9 Emergency procedures

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Employers Agent and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employers Agent.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

4.3.10 Community relations

The Contractor shall record any complaints or queries from the public, as well as the action taken in response, in the site request book. Complaints and associated responses shall be communicated to the Employers Agent on a weekly basis. The Contractor's contact details shall be posted on the site board to enable the public to telephone should they have any queries or complaints.

4.3.11 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Employers Agent. Any features affected by the Contractor in



contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employers Agent.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

4.3.12 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorization.

Trapping, poisoning and/or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

4.3.13 Protection of archaeological and paleontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Employers Agent immediately of such a discovery and carry out the Employers Agents instructions for dealing therewith. All works within the vicinity of the discovery must cease immediately and the area shall be cordoned off until such time as the Employers Agent authorizes resumption of the works in writing.

4.3.14 Stockpiling

The Employers Agent will identify suitable sites for stockpiling. Stockpiles shall be convex in shape, shall be no higher than 2 m and shall be located so as to cause minimal disturbance. Where required, appropriate precautions shall be taken to prevent the erosion and limit the compaction of the stockpiles. The Contractor shall ensure that all stockpiles do not cause the damming of water or run off, or is itself washed away.

4.3.15 Dust

The Contractor shall take all reasonable measures to minimize the generation of dust as a result of construction activities to the satisfaction of the Employers Agent. Appropriate dust suppression measures, e.g. dampening with water, shall be used when dust generation is unavoidable, particularly during prolonged periods of dry weather in summer. Dust suppression measures shall be agreed upon in consultation with the Employers Agent.

5. COMPLIANCE WITH REQUIREMENTS AND PENALTIES

5.1 Compliance

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Employers Agent to certify the imposition of a penalty as detailed below.



5.2 Penalties

Penalties will be issued for certain transgressions. Penalties may be issued per incident at the discretion of the Employers Agent. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with this Specification. The Employers Agent will inform the Contractor of the contravention and the amount of the penalty, and shall be entitled to deduct the amount from monies due under the Contract.

Penalties will be as set out in the Specification Data.

6. MEASUREMENT AND PAYMENT

6.1 Basic principles

6.1.1 General

Except as specified below or in the Specification Data or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities completed by the Contractor when submitting his tender.

6.1.2 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

6.1.3 Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.

6.2 Billed items

6.2.1 Method Statements: Additional work

No separate measurement and payment will be made for the provision of Method Statements but, where the Employers Agent requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with the Clause in the General Conditions of Contract dealing with Provisional Sums.

A stated sum is provided in the Bill of Quantities to cover payment for such additional work.

6.2.2 All requirements of the environmental management specification

Unit: Sum

All other work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).



APPENDIX A: APPLICABLE STANDARDS

Reference is made to the latest issues of the following standards:

SANS 1200 A	General
SANS 1200 AA	General (small works)
Specification	Occupational health and safety
Construction Regulations, 2014	



APPENDIX TO THE ENVIRONMENTAL SPECIFICATION

ENVIRONMENTAL REQUIREMENTS FROM THE ENVIRONMENTAL IMPACT ASSESSMENT

1. CONSTRUCTION PHASE

- (a). Possible disturbance and/or destruction of archaeological / paleontological sites.

Mitigation:

Training construction staff beforehand in identifying archaeological / paleontological material.

- ☐ Ceasing all excavation activities at a locality immediately if it appears that a subsurface concentration of archaeological / paleontological material had been encountered and reporting it to the South African Heritage Resources Agency (Sahra) for investigation and advice on further mitigation measures to be taken.

- (b). Disturbance of vegetation and destruction of the protected “Kraal aalwyn” (Aloe Claviflora), as well as small Shepherd’s Tree / “Witgatboom” (Boscia Albitrunca) specimens.

Mitigation:

- ☐ Training construction staff beforehand in identifying the protected plant species and avoiding disturbing / destructing them.
- ☐ Training construction staff beforehand in removing and translocating the protected plant species where applicable.

- (c). Fuel and oil spills from construction vehicles and equipment.

Mitigation:

- ☐ Drawing up a procedure beforehand for cleaning up of fuel and oil spills and strictly enforcing it during the construction phase.
- ☐ Ensuring that vehicles are in good working order, drivers properly trained and good housekeeping rules are applied.

- (d). Disturbance and destabilization of the site’s minor drainage line / watercourse and its headwater section.

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APPENDIX A: APPLICABLE STANDARDS

Reference is made to the latest issue of the following standards:

BS 952	Glass for glazing
BS 1199	Building sands from natural sources
BS 1387	Screwed and socketed steel tubes and tubulars and plain end steel tubes suitable for welding or for screwing to BS 21 pipe threads
SANS 22	Glazed ceramic wall tiles and fittings
SANS XX	Metal ties for cavity walls
SANS 121	Hot dip galvanized coatings on fabricated iron and steel articles - Specification and test methods
SANS 226	Water taps (metallic bodies) SANS 227
	Burnt clay masonry units
SANS 248	Bituminous damp-proof courses
SANS 266	Gypsum plasterboard
SANS 460	Plain-ended solid drawn copper tubes for potable water
SANS 497	Glazed ceramic sanitary ware SANS 523
	Limes for use in buildings SANS 542
	Concrete roofing tiles
SANS 545	Wooden doors
SANS 559	Vitrified clay sewer pipes and fittings
SANS 581	Semi-flexible vinyl floor tiles
SANS 673	Mixtures of copper - chromium - arsenic compounds for timber preservatives
SANS 679	Zinc chromate primers for steel
SANS 680	Glazing putty for wooden and metal window frames
SANS 685	Fibre-cement sheets (flat and profiled) SANS 723
	Wash primer (metal etch primer)
SANS 727	Windows and doors made from rolled mild steel sections
SANS 786	Flexible vinyl flooring
SANS 791	Unplasticized poly (vinyl chloride) (PVC-U) sewer and drain pipes and pipe fittings
SANS 803	Fibre-cement boards
SANS 903	Aluminum alloy corrugated and troughed sheets
SANS 920	Steel bars for concrete reinforcement
SANS 927	Precast concrete kerbs, edgings and channels
SANS 929	Plywood and composite board
SANS 952	Polyolefin film for damp- and waterproofing in buildings
SANS 967	Unplasticized poly (vinyl chloride) (PVC-U) soil, waste and vent pipes and pipe fittings
SANS 1215	Concrete masonry units
SANS 1349	Phendic, aminoplastic and one-part polyurethane resin adhesives for the lamination and finger-jointing of timber, and for furniture and joinery
SANS 1783	Sawn softwood timber
SANS 10005	The preservative treatment of timber
SANS 10062	Fixing of concrete interlocking roofing tiles
SANS 10070	The installation of resilient thermoplastic and similar flexible floor covering
SANS 10096	The manufacture of finger-jointed structural timber
SANS 10107	The design and installation of ceramic tiling
SANS 10142	The wiring of premises
SANS 50197	Cement Part 1: Composition, specifications and conformity criteria for common cements
SANS 1200 A	General
SANS 1200 AA	General (small works)



C3.7 COMMUNITY LIAISON OFFICERS & LOCAL LABOUR

COMMUNITY LIAISON OFFICERS

The tenderer shall allow in his tender for the appointment of full time Community Liaison Officer for the duration of the contract. The Liaison Officer will be introduced to the successful tenderer.

Because of the fact the local labour will have to be utilized on this project, the Contractor will have to liaise with the appointed person for the necessary recruitment of labourers as well as for all other negotiations with local labourers.

UTILIZING OF LOCAL LABOUR

SKILLS REQUIRED

CLO - Community Liaison Officer

Security Officers

Labourers for house connections

Labourers for excavations

DUTIES, TASKS AND RESPONSIBILITIES

CLO- Community Liaison Officer:

- a) Act as Liaison Officer between Community, Contractor and Employer.
- b) Identify and recruit manpower.
- c) Ensure labourers obey Contractors instructions.
- d) Terminate, retrench and discipline workers when:
 - Not obeying Contractors instructions
 - Refuse to work
 - Not reporting for work without excuse
 - Misbehave, steal, drink, intimidating, etc. during working hours
- e) Settlement of disputes.
- f) Obtain way leaves.
- g) Any other reasonable instruction required by the Contractor, Employers Agent Representative, or the Employer.

LOCAL LABOUR:

- a) Perform and execute tasks such as:
 - Digging holes
 - Digging trenches
 - Planting poles
 - Planting stays
- b) Installation and fitting of concrete palisade fence.
- c) Installation and connecting of Airdac cables.
- d) Installation and fitting of kicking pipes.
- e) Any other reasonable instructions required by the Contractor, Employers Agent Representative or Employer.

CONTRACTOR:

- a) Employ the CLO, security officers and local labour.
- b) Provide and supply all clothing, tools and materials to perform the tasks required.
- c) Manage the workforce with the assistance of the CLO to ensure that the programme to carry out the work is met.
- d) Utilize a maximum of 5 people of own employee to conduct all skilled tasks and to work as team leaders amongst the workforce, to provide training, set the standard and quality of work required and to ensure the required production rate is met.
- e) Conduct and convene meetings on a daily base to dish out work and tasks and to record progress.
- f) To ensure all safety requirements are met.



- g) Pay and remunerate the workforce on a monthly basis and record all payments with relevant signatures.

CONDITIONS OF EMPLOYMENT

- a) Obey Contractors instructions.
- b) Sign time sheets and report for work from Monday to Friday.
- c) Work overtime if required by Contractor.
- d) Working hours is 45 hours per week from 07:00 to 16:00 with 30 minutes lunch break from 12:00 to 12:30.
- e) Payment will be affected according to attendance register, with no work no pay policy.
- f) Payment will be done on the last Friday of each month at 12:00. No unemployment insurance funds will be deducted or applicable.
- g) Tax will be deducted if applicable.
- h) Payment categories:
 - CLO – R 7 500.00 per month;
 - Labourers - Compensation to be in line with Department of Labour rates;
 - PSC Members – R250.00 per sitting (only if not already receiving a stipend); or

according to the attached schedule for the various activities stipulating piece work

NOTE: Preference is given to piece work.

- i) Overtime will be paid according to time plus a third.
- j) If the required progress is not met, the Contractor will have the right to strengthen his own workforce with the approval of the Employers Agent Representative.

LABOUR FORCE

The following number of people should be employed on site:

CONTRACTOR:

- 1 x Site agent
- 1 x Foreman
- 1 x Store man
- 8 x Drivers
- 2 x Linesmen



RESPONSIBILITY OF CONTRACTOR

It will be the responsibility of the Contractor to manage all material on site, to ensure that the installation complies with the requirements of the specification and to coordinate and supervise the manpower required for the project.

Irrespective of the manpower or subcontractors used, the Contractor will be responsible for the complete installation, all in accordance with the conditions of contract and Technical Specifications and shall provide all the plant, hand tools, etc. for execution of the works.

USING OF OWN MANPOWER

The Contractor will only be allowed to use a skeleton staff of his own. Should it prove to be impossible to identify people from the community to perform the tasks, written approval shall be obtained by the Contractor from the Employers Agent (after approval by the community) prior to utilizing his own manpower to complete the project. The Contractor's own personnel will be responsible for cable terminations, joints, stringing, connection of pole top boxes, testing of prepayment meters and ready boards, etc. The Contractor shall therefore use only skilled labour of his own workforce. All other labour shall be local labour.



C3.8 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

1. Specific Project Information

- 1.1 Introduction and Definitions
- 1.2 Background to the Health and Safety Specification
- 1.3 Purpose of the Health and Safety Specification
- 1.4 Implementation of the Health and Safety Specification
- 1.5 Project Details
- 1.6 Available Drawings
- 1.7 Project Health and Safety Requirements
- 1.8 Interface and Restrictions by Client
- 1.9 Safety File Return to Client

2. Further Requirements

- 2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014
- 2.2 Management and Supervision of Construction Work
- 2.3 Notification of Intention to Commence Construction Work
- 2.4 Construction Work Permit
- 2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site
- 2.6 Competency for Contractor's Responsible Persons
- 2.7 Compensation of Occupational Injuries Act 130 of 1993 (COIDA)
- 2.8 Occupational Health and Safety Policy
- 2.9 Health and Safety Organogram
- 2.10 Risk Assessments
- 2.11 Health and Safety Representative(s)
- 2.12 Health and Safety Committee
- 2.13 Medical Certificate of Fitness
- 2.14 Health and Safety Training
 - 2.14.1 Induction
 - 2.14.2 Awareness
- 2.15 Competency
- 2.16 General Record Keeping
- 2.17 General Inspection, Monitoring and Reporting
- 2.18 Emergency Procedures
- 2.19 First Aid Box and First Aid Equipment
- 2.20 Accident / Incident Reporting and Investigation
- 2.21 Hazards and Potential Situations
- 2.22 Occupational Health and Safety Signage
- 2.23 Management of Contractors by Principal Contractor
- 2.24 Stacking of Materials



- 2.25 Housekeeping and General Safeguarding on Construction Sites
- 2.26 Construction Vehicles and Mobile Plant
- 2.27 Electrical Installations and Machinery on Construction Sites
- 2.XX Use and Temporary Storage of Flammable Liquids on Construction Sites
- 2.29 Water Environments
- 2.30 Fire Precautions on Construction Sites
- 2.31 Construction Employees" Facilities
- 2.32 Fall Protection
- 2.33 Temporary Works
- 2.34 Excavation
- 2.35 Demolition Work
- 2.36 Tunneling
- 2.37 Scaffolding
- 2.38 Bulk Mixing Plant
- 2.39 Rope Access Work
- 2.40 Hazardous Chemical Substances (HCS)
- 2.41 Noise Induced Hearing Loss
- 2.42 Explosives and Blasting
- 2.43 Personal Protective Equipment (PPE)
- 2.44 Asbestos
- 2.45 Pressure Vessels (Including Gas Bottles)
- 2.46 Fire Extinguishers and Fire Fighting Equipment
- 2.47 Lifting Machinery and Tackle
- 2.48 Ladders and Ladder Work
- 2.49 General Machinery
- 2.50 Portable Electrical Tools
- 2.51 High Voltage Electrical Equipment
- 2.52 Public Health and Safety
- 2.53 Night Work
- 2.54 Environmental Conditions and Flora and Fauna
- 2.55 Occupational Health
- 2.56 Suspended Scaffolds
- 2.57 Material Hoists
- 2.58 Explosive Actuating Fastening Devices

Baseline Risk Assessments

Health and Safety Specification Acknowledgement Receipt

1.0 SPECIFIC PROJECT INFORMATION

1.1 INTRODUCTION AND DEFINITIONS

PLEASE NOTE THAT THE REQUIREMENTS OF THE NEW CONSTRUCTION REGULATIONS



2014 HAVE BEEN IN EFFECT FROM 7TH AUGUST 2014. THE NEW REGULATIONS PLACE ADDITIONAL LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THESE NEW REQUIREMENTS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational Health and Safety Act 1993 is in addition to the requirements of this Health and Safety Specification and is part of the Contractor's responsibility. The Client will monitor that the Contractors comply with the requirements of such legislation.

This specification is a compliance document drawn up in terms of the Occupational Health & Safety Act no 85 of 1993 (OHSA) and is therefore binding. It must be read in conjunction with all other relevant legislation. The contractor shall ensure that it familiarizes itself with the requirements of the legislation listed below, and any related legislation including bylaws, and relevant policies and procedures and that its employees and any sub- contractors comply with the same.

- The Scope of work and information required for tender process, and prior commencement of work, and bill of quantities as described elsewhere
- The Occupational Health and Safety (OSHA) (Act 83 of 1993), and all applicable regulations in terms of the OSHA
- Construction Regulations, 2014;
- National Environmental Management Waste Act (NEMWA) (Act 59 of 2008), and as amended (Act 26 of 2014);
- National Road Transport Act of 1996 (Act 93 of 1996), and as amended in 2014;
- Compensation for Occupational Injuries and Diseases Act (Act 1993);
- Basic Conditions of Employment Act (Act 75 of 1997);
- National Health Act (Act 61 of 2003), as amended in 2013
- National Regulator for Compulsory Specifications Act, (Act no.5 of 2008) (NRCS Act)
- HCS VC 8041: Compulsory specification for microbiological safety cabinets
- (Classes 1,2 and 3)
- Government Notice No. 22014 GOVERNMENT GAZETTE, 2 FEBRUARY 2000
- Second-Hand Goods Act (Act 6 of 2009)
- Municipal By-laws applicable to scope of work
- South African National Standards (SANS) applicable to decontamination, decommission and commissioning of Tuberculosis laboratories
- Systems with particular focus on extraction and ventilation systems



ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO CLIENT AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a client;

"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 the surface, rather than sliding or crumbling away;

"Bulk mixing 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 any person for whom construction work is being performed for;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"Construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction site" means a work place where construction work is being performed;

"Construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"Construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"Construction work" means any work in connection with-

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil Employers Agenting structure or type of work ;

"Construction work permit" means a document issued in terms of regulation 3;

"contractor" means an Employer who performs construction work;

"Demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the Employer; or



- designs temporary work, including its components;
- an architect or Employers Agent contributing to, or having overall responsibility for a design;
- a building services Employers Agent designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project;
- or
- an interior designer, shop-fitter or landscape architect;

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

"Explosive actuated fastening device" 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 arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

"Fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"Fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"Fall risk" means any potential exposure to falling either from, off or into;

"Health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"Health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

"Health and safety specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"Material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"Medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"Mobile plant" means any machinery, appliance or other similar device that can move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R.919 of 30 July 1999 and R. 547 of 30 May 2008;

"Person day" means one normal working shift of carrying out construction work by a person on a construction site;

"Principal contractor" means the appointed person by the Client to perform construction work;



"Professional Employers Agent or Professional Certificated Employers Agent" means a person holding registration as either a Professional Employers Agent or Professional Certificated Employers Agent in terms of the Employers Agenting Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Employers Agenting Technologist in terms of the Employers Agenting Profession Act, 2000;

"Provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- 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, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

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

"Temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

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

"tunneling" 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.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings and reports):

Tender documents and Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Government has prepared this Health and Safety Specification. The Health and Safety



Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Government is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract(s). The project will be signed off to the Contractor which comes with its own risks and technical control, adherence to legislation, and liability. This includes the risks to the scope of work is under control of the Contractor

Contractors as Employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will conduct Health and Safety audits of the works too.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Employer, Designer and Client's Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards and expectations that the principal contractor and contractors must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the Health and Safety Specification unless the Employer has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of



the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all sub-contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and legislation associated with scope of works and work environment, and these Specifications, which will need to be approved by Client prior to commencement with construction work.

1.4.1 Duties of the Employer's health and safety representative

In terms of the Construction Regulations 2014 the Employer (or the Employer's representative, where appointed) has legal duties. Where an Agent (refer to "definitions" section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to "Employer" will apply to their appointed "Employer's representative", where so appointed, in this Health and Safety **Specification**.

The Employer's representative must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the client requires additional work to be performed as a result of a design change or error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Employer has appointed a Employer's representative for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties



It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DETAILS

Description of Works

TSWELOPELE Local Municipality intends to: Upgrade and refurbish the existing sports facility in Phahameng Township to improve and encourage local Communities to play sports. This contract covers a portion of the civil works and general building services.

C3.1.2. DESCRIPTION OF THE WORK

The construction will include the following activities:

- Upgrading of the two soccer fields, one for practice and the other for main match;
- Upgrading of grass athletic track to ripped and re-recompact running track;
- Repairs of pre-cast fencing around the main soccer field;
- Changing of floods lights from HPS to LED;
- Refurbishment of combi courts X2;
- Construction of water borehole (fully equipped) X2;
- Installation of manual sprinklers irrigation system.

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

Appointment: SAFETY OFFICER

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

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

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



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

- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
- provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
- ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- appoint each contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- hand over a consolidated health and safety file, hardcopy and CD to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the Employer's agent a suitable and sufficiently documented health and safety



plan, based on the relevant sections of the Employer's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;

- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the Employer's agent as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

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

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

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment. A contractor must always keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Employer, the Employer's agent, or the main contractor.

A contractor must ensure that all his or her employees have a **valid medical certificate of fitness** specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

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

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

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

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the



site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

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

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

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

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the Employer to appoint the number of employees indicated by the inspector.

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

2.3 Notification of Intention to Commence Construction Work

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

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

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit - Not applicable

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

- Works contract value is equal to or exceeding R130 million or Construction Industry Grading Board (CIDB) grading level 9

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

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

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

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



2.6 Competency for Contractor's Responsible Persons

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

2.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Employer a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations.

2.9 Health and Safety Organogram

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

2.10 Risk Assessments

Baseline Risk Assessment

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

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

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

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

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

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

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



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

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

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

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

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

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

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

2.12 Health and Safety Committee

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

2.13 Medical Certificate of Fitness

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

2.14 Health and Safety Training

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

2.14.1 Induction



No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

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

2.15 Competency

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

2.16 General Record Keeping

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

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

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

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

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

2.19 First Aid Box and First Aid Equipment

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



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

2.20 Accident / Incident Reporting and Investigation

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

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

2.21 Hazards and Potential Situations

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

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. In addition, the appropriate over coats, masks, eye protection / face shield to be worn during decontamination, decommissioning and commissioning procedures protecting them from toxic, oxidizing, flammable and corrosive chemicals, as well as TB bacilli. The Contractor shall be responsible to maintain the quality and replacement of signage.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

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

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

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2XX1 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct



means of access to and egress from workplaces and passageways;

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

2.26 Construction Vehicles and Mobile Plant

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

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work
- is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or



- reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

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

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

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

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

2.29 Water environments

Not applicable to this project.

2.30 Fire precautions on Construction Sites

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



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

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

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

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

2.32 Fall protection -

Not applicable to this project.

2.33 Temporary works

Not applicable to this project.

2.34 Excavation



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

2.35 Demolition Work

Not applicable to this project.

2.36 Tunneling

Not applicable to this project.

2.37 Scaffolding

Not applicable to this project.

2.38 Bulk mixing plant

Not applicable to this project.

2.39 Rope Access Work

Not applicable to this project.

2.40 Hazardous Chemical Substances (HCS)

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

- Material Safety Data Sheets (MSDS"s) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS"s shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved
- Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS"s are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using Employers Agenting controls
 - Using appropriate written work procedures
 - The correct PPE is being used.
 - HCS are stored and transported according to SANS 072 and 02XX.
 - Training with regards to these regulations was given.

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

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

PLEASE NOTE THAT THIS PREMISES CONTAINS HAZARDOUS CHEMICAL SUBSTANCES AND HAZARDOUS BIOLOGICAL AGENTS THAT WILL BE REQUIRED TO BE DECONTAMINATED BY THE CONTRACTOR, AND DISPOSED OF IN ACCORDANCE WITH WASTE MANAGEMENT REGULATIONS AND THE CLIENT'S REQUIREMENTS, AND ALL NECESSARY CERTIFICATION HANDED OVER TO THE CLIENT TO PROVIDE PROOF THEREOF.

2.41 Noise Induced Hearing Loss



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

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

2.42 Explosives and Blasting

Not applicable to this project.

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SANS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site. (See also section 2.22)

2.44 Asbestos

Contractor to note that this is not thought to be applicable to this project but it cannot be said to be a qualified statement due to the age of the building. If the contractor comes into contact with any materials or substances that could be thought to contain asbestos then the project management team must be notified immediately and work halted in the area until the legal requirements are in place. Only contractors registered with Department of Labour as asbestos registered contractors may work with asbestos.

2.45 Pressure Vessels (Including Gas Bottles)

The Principal Contractor and all relevant Contractors shall comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing
- Inspect equipment regularly and keep records of inspections
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand
- Provided the compressed air lance with a dead man's handle or similar device to ensure that it does not injure any one when it is dropped accidentally when under pressure.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment. Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle



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

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

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that aluminum ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorized persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

Not applicable to this project.

2.54 Environmental Conditions and Flora and Fauna



The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust; contaminated air-borne droplets and filters; chemicals fumes
- Ingestion through swallowing maybe through food intake; unhygienic practices, and handling of contaminated filters and materials
- Absorption through the skin (pores) e.g. painting or use of thinners; chemicals used during decontamination

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

Not applicable to this project.

2.57 Material Hoists

Not applicable to this project.

2.58 Explosive Actuated Fastening Device

The Principal Contractor shall ensure that use and storage of all explosive actuated fastening devices and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order.

Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorized trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- Signs to be posted up in the areas where explosive actuated fastening devices are being used.

2.59 Public and Site Visitor Health and Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken



to avoid or minimize those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the contractor's activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations.

2.60 PERMITS

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Removal of asbestos materials.
- Disposal of (old type) fire detectors with radioactive elements.
- Decanting/handling of Ammonia.

If and where applicable, the Employer will issue to the Principal Contractor, permits and log books (which log books shall thereafter be kept up to date by the Principal Contractor. All of the above are to be documented in the H&S plan.

2.61 Lockout Systems - Electrical

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

2.62 Hot Works

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987 and Construction Regulations 2014, ensure that- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;

2.63 Hired Plant and machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

2.64 Transport of Workers

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area of section to store them and all loose tool and plant are tied down and secured;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in LDV unless they are closed/ covered and have the correct number of seats for the passengers.

2.65 Welfare Facilities



A contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

- (c) at least one shower facility for every 15 workers; (b) at least one sanitary facility for every 30 workers;
- (d) changing facilities for each sex; and
- (e) sheltered eating areas.

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

2.66 Alcohol and Other Drugs

- An Employer or a user, as the case may be, shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.
- No person at a workplace shall be under the influence of or have in his possession or partake of or offer any other person intoxicating liquor or drugs.
- An Employer or user, as the case may be, shall in the case where a person is taking medicines, only allow such person to perform duties at the workplace if the side effects of such medicine do not institute a threat to the health or safety of the person concerned or other persons at such workplace.

2.7 Copy of the Act and Regulations

Every Employer with five or more persons in his employ shall have a copy of the Act and the relevant regulations readily available at the work place: Provided that, where the total number of employees is less than five, the Employer shall, on request of an employee, make a copy of the Act available to that employee.

2.8 Other Acts and Laws that may apply

The contractors attention is directed to the following Acts that may be applicable and must be adhered to at all times. It is the contractor's responsibility to become conversant with the requirements applicable in these laws:

Compensation for Occupational Injuries and Diseases ACT 130 of 1993,
Water Act No. 54 of 1956, and
Atmospheric Pollution Prevention Act No. 45 of 1965,
Occupational Health and Safety Act No. 85 of 1993,
Environmental Conservation Act No. 73 of 1989. Hazardous Substances Act No.15 of 1973,
National Building Regulations and Building Standards Act No.103 of 1977,
National Environmental Management Act No. 107 of 1998,
National Road Traffic Act No. 93 of 1996,
National Water Act No. 36 of 1998,
Relevant By-laws.

2.9 ACCEPTANCE OF CONDITIONS OF THESE SPECIFICATIONS

- **The contractor must provide a certified copy of his Public Liability insurance when signing this document.**

I, _____ the Contractor, do hereby declare that my company _____ acknowledge having read and understood the conditions contained in this legal document and furthermore we agree and accept to abide by the conditions and requirements of the act.

SIGNATUE CONTRACTOR: _____ DATE _____

SIGNATUE WITNESS _____ PRINT NAME: _____



TSEWELOPELE LOCAL MUNICIPALITY

TENDER No. SCM/TSW/14/2024-2025

Upgrading of the Phahameng stadium phase - 1

AGENT ACTING ON BEHALF OF THE EMPLOYER:

NAME: _____ DATE _____

SIGNATURE: _____

SIGNATURE WITNESS _____ PRINT NAME: _____

INDEMNIFICATION

The Contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises / property / site of _____
(Employer's detail and site address) and that the Contractor;

- enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against _____, (Employer) its employees, agents and/or mandatories in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of _____ (contractor), it's employees, agents and/or mandatories or other independent Contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- Hereby indemnifies _____ (Employer, its employees, agents and/or mandatories against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above



PART C4: SITE INFORMATION

C4.1	SITE INFORMATION & LOCALITY PLAN	202
C4.2	DRAWINGS.....	203

C4.1 SITE INFORMATION & LOCALITY PLAN

SITE INFORMATION:

The proposed site is located within the TSEWELOPELE Local Municipality in the Free State Province, South Africa.

Phahameng sport facility is situated in Bultfontein/Phahameng, which is situated north west of Bloemfontein, in the Free State Province. The site is also accessible through the R 700 from Bloemfontein and Provincial Road R710 Welkom to Bultfontein, in Free State Province.

Site co-ordinates for the different areas are:

No.	Town	Southing	Easting
1	Phahameng	28°18'25"S	26°08'35"E

LOCALITY PLAN:





TSEWELOPELE LOCAL MUNICIPALITY

TENDER No. SCM/TSW/14/2024-2025

Upgrading of the Phahameng stadium phase - 1

DRAWINGS

ANNEXURE 1



MAKHAOTSE, NARASIMULU & ASSOCIATES (Pty) Ltd
Consulting Civil Engineers and Project Managers
Reg No. 2009/010069/07

Oldland Road
Yorklands
Petersmaritzburg 3201
P.O. Box 265560
Haymarket
Petersmaritzburg 3200
e-mail: pmh@pmh-8a.co.za
tel: 033 346 2635
fax: 033 346 2635

TENDER DRAWING

DATE :

SIGNED BY :

CONSULTING ENGINEER

[illegible]

FIG. NO.	REFERENCE DRAWINGS
1	FIG. 1
2	FIG. 2
3	FIG. 3
4	FIG. 4
5	FIG. 5
6	FIG. 6
7	FIG. 7
8	FIG. 8
9	FIG. 9
10	FIG. 10
11	FIG. 11
12	FIG. 12
13	FIG. 13
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92	FIG. 92
93	FIG. 93
94	FIG. 94
95	FIG. 95
96	FIG. 96
97	FIG. 97
98	FIG. 98
99	FIG. 99
100	FIG. 100

CLIENT LOGO



PATIENT NAME

**BULTFONTEIN: TSWELOPELE
MUNICIPALITY:**

PROJECT TITLE

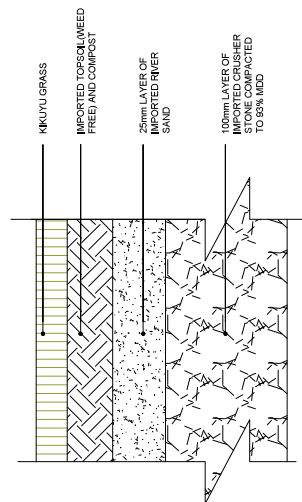
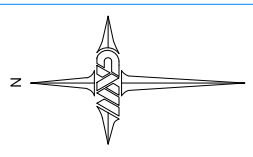
UPGRADING OF THE PHAHAMENG
STADIUM PHASE 1

RAWING TITLE

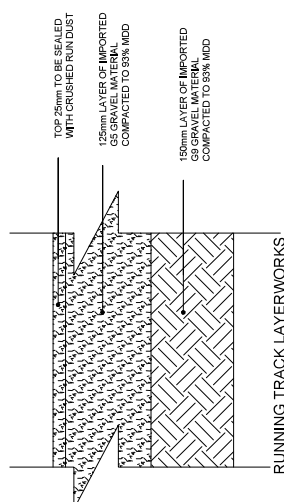
MASTER LAYOUT PHAHAMENG STADIUM

DATE	RESPONSIBLE PERSON	DESIGNED	CHECKED	DRAWN	CHECKED	SALES	NTS	SHEET SIZE	REVISION
23-08-2024	D GOVENDER							A1	1
23-08-2024	A MOORHEAD								
23-08-2024	L TOMBELA								
23-08-2024	A MOORHEAD								

BENCHMARK CO-ORDINATE		
DESCRIPTION	LEVEL	
T1		1323.157



SOCCER FIELD LAYERWORKS
SCALE 1:1



RUNNING TRACK LAYERWORKS
SCALE 1:1

SCOPE OF WORK:

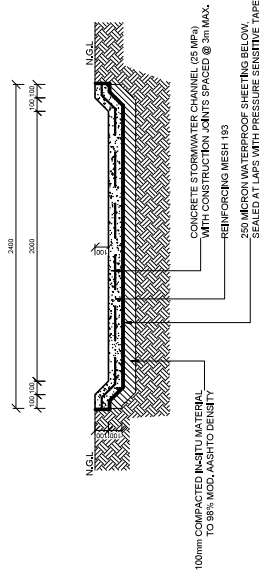
- REGRASSING OF TWO SOCCER FIELDS, ONE FOR PRACTICE AND THE OTHER FOR MAIN MATCH;
REHAUATION OF THE RUNNING ATHLETIC TRACK
REPAIRS OF THE PRECAST FENCING AROUND THE MAIN FIELD,
CHANGING OF FLOOD LIGHTS FROM HPS TO LED
SMALL SCALE REPAIRS REQUIRED ON THE FACILITY'S ELECTRICAL INSTALLATION.
REFURBISHMENT OF COMB1 COURTS X2
CONSTRUCTION OF WATER BOREHOLES (FULLY EQUIPPED) X2,
INSTALLATION OF MANUAL SPRINKLER IRRIGATION SYSTEM.



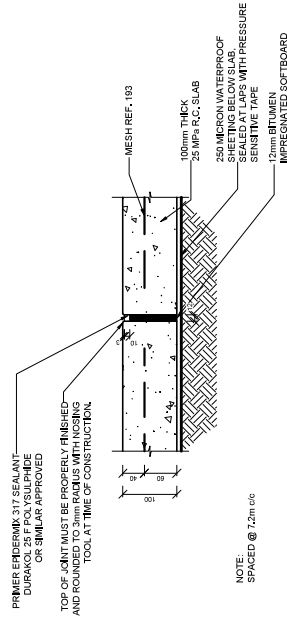
1400

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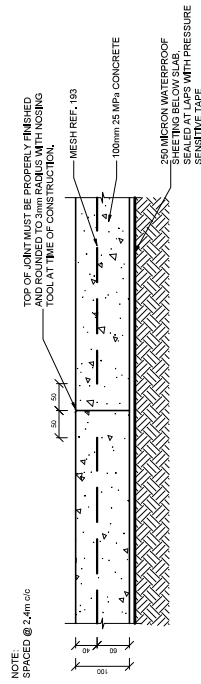
NOTE:
NO DIMENSIONS ARE TO BE SCALED OFF
ANY DRAWINGS. ALL DIMENSIONS ARE
TO BE RATIFIED ON SITE PRIOR TO ANY
CONSTRUCTION.



TYPICAL STORMWATER CHANNEL
SCALE 1:20

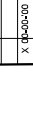
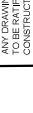
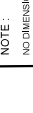
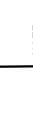
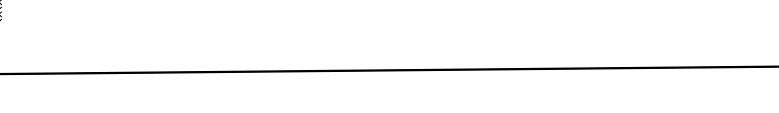


TYPICAL EXPANSION JOINT
SCALE 1:5



TYPICAL CONSTRUCTION JOINT
SCALE 1"=5'

 MAAHATSE MIBAKHULLI & ASSOCIATES (Pty) Ltd Consulting Civil Engineers and Project Managers Reg No. 2005070308007		TENDER DRAWING DATE : SIGNED BY : CONSULTING ENGINEER				CLIENT NAME TSWELOPELE MUNICIPALITY		PROJECT TITLE PHAHAMENG: SPORTS FACILITIES		RESPONSIBLE PERSON DESIGNED D GOMENDER CHECKED A MOORHEAD 29-09-2024 DRAWN L NTOMBELA 29-09-2024 CHECKED A MOORHEAD 29-09-2024 SHEET SIZE A1		DATE 29-09-2024	
										DRAWING NO. WP2500-MNA-ST-FT-005		REVISION 0	



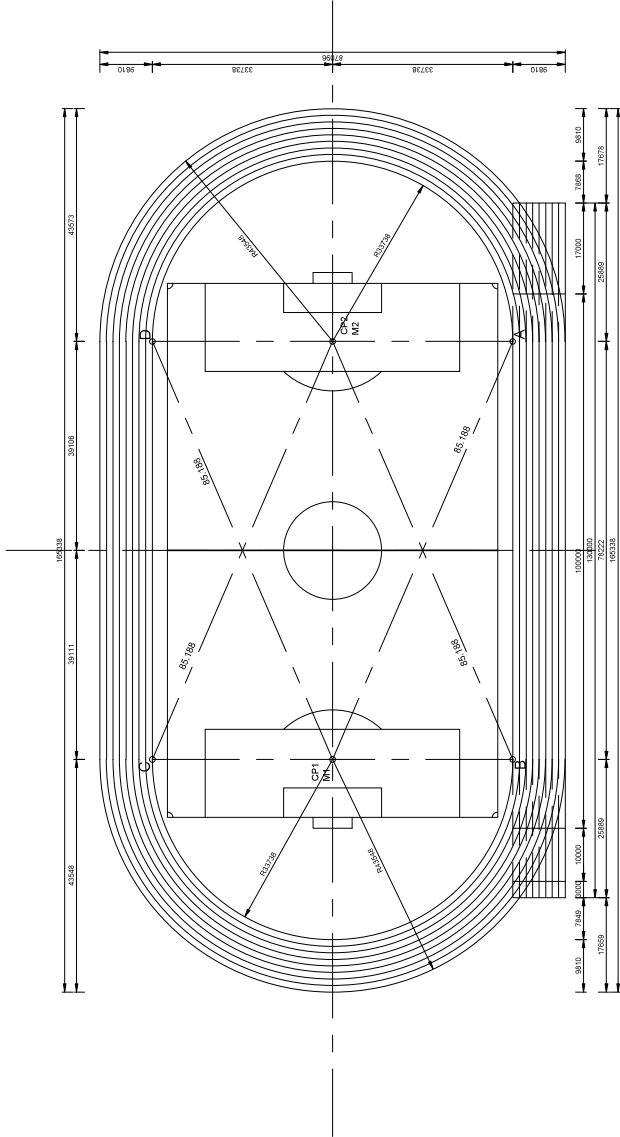


REV		DATE		REVISION DESCRIPTION		BY	CHK	DRG. NO.	REFERENCE DRAWINGS		TENDER DRAWING		CLIENT LOGO		CLIENT NAME		PROJECT TITLE		RESPONSIBLE PERSON		DATE	
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												SIGNED BY :					DRAWN: L NTOMBELA		CHECKED: A MOORHEAD		29-09-2024	
												CONSULTING ENGINEER				DRAWING TITLE		SCALES: AS NOTED		SHEET SIZE: A1		
																LOCALITY PLAN		DRAWING NO.		REVISION		
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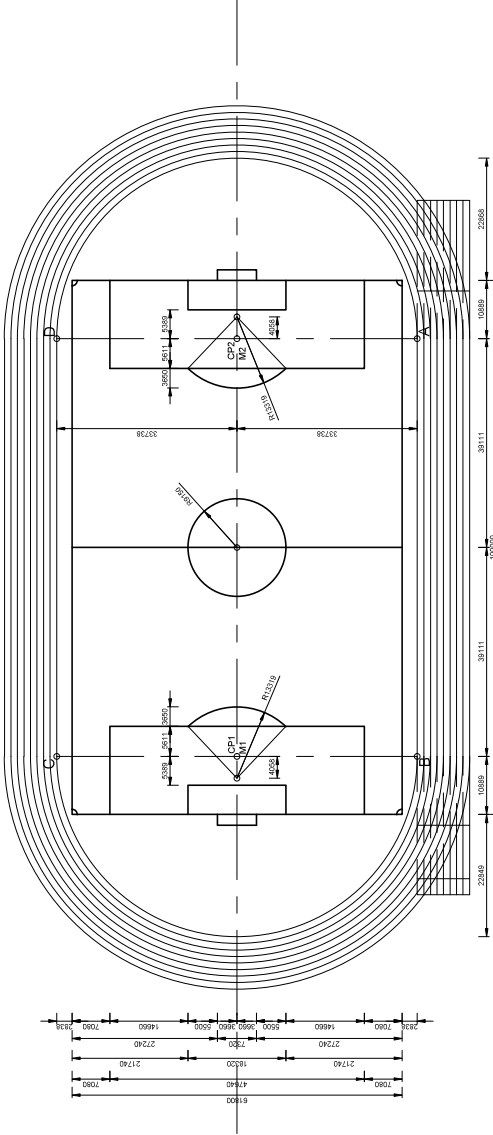
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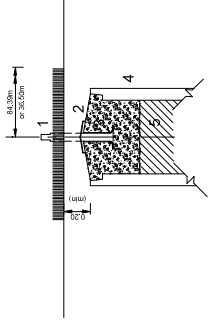
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SETTING OUT PLAN FOR ATHLETICS TRACK
SCALE 1:500



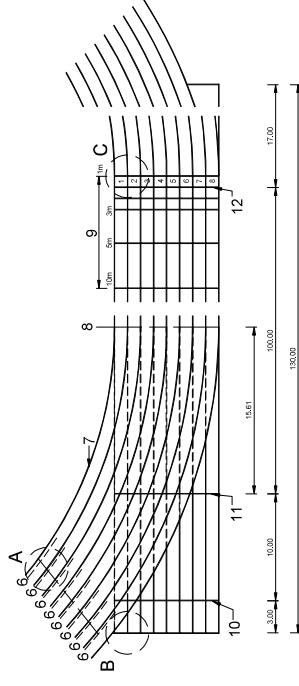
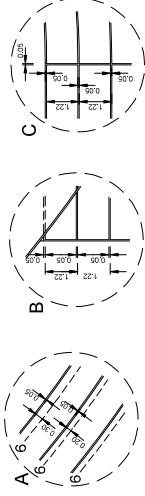
SETTING OUT PLAN FOR SOCCER PITCH
SCALE 1:500



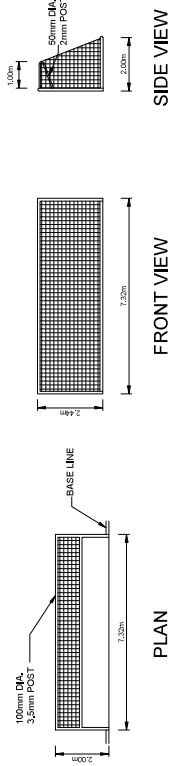
MARKING OF CENTRE OF
SEMI-CIRCLE
SCALE 1:20

NOTES:

- The following minimum gradients apply:
 - 0.1% downward in the direction of running measured in a straight line between start and finish line.
 - 1% across the width of the track towards the inside lane.
 - 1% across the width of the track towards the outside lane.
- The obstacle-free zone must also be flush with the edge of the track.
- All lanes shall be marked by white lines. Lanes may be marked with numbers with a minimum height of 0.50m. All markings are 0.05m wide. Distances are measured from the edge of the finish line nearest to the start.
- Synthetic surfaces shall be installed so that there shall be no high spots or depressions beneath a 4m straightedge exceeding 8mm. Depressions beneath a 1m straightedge shall not exceed 3mm.
- On grass surfaces there shall be no bumps or depressions beneath a 3m straightedge exceeding 10mm, and beneath a 0.50m straightedge exceeding 8mm.



MARKING OF ATHLETES TRACK
SCALE 1:250



SOCCER GOAL DETAIL
SCALE 1:100

LEGEND

- Stainless steel ball
- Stainless steel lid
- Stainless steel socket inserted into mortar
- Stainless steel in concrete foundation
- Gravel base
- Measurement (radius of turning) for oval track
- Inside edge of the track
- Distance determination lines (optional)
- Start line for 100m
- Start line for 100m
- Finish line