

NALEDI LOCAL MUNICIPALITY

TENDER NO. NLM 2025-007B

CONSTRUCTION OF AURIEM AND CRUTZE STREEETS IN HUHUDI

TENDER DOCUMENT

January 2025

ISSUED BY:



Naledi Local Municipality
19A Market Street
Vryburg
8601

Tel: 053 928 2200
Contact Person: Mrs. D Munyai
Email: pmunaledi@gmail.com

PREPARED BY:



Tshashu Consulting and Project Managers
The Village Office Park, Office 290, Block C First Floor
Cnr Oberon & Glen Wood Rd, Faerie Glen 0081
POSTNET SUITE 403, PRIVATE BAG X025
LYNWOOD RIDGE, 0400

Tel: 012 348 1896
E-mail: admin@tsconsulting.co.za
Enquiries: Neluheni P.D. (Project Engineer)
Cell: 082 779 0876

BIDDER NAME

TENDER AMOUNT (Incl. VAT)



EXPANDED PUBLIC WORKS PROGRAMME

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 Engineers. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za

Volume 2: The SANS Standard Specifications for Engineering 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.

or

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities prepared by the Committee of Land Transport Officials. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za

Volume 3: 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, Site Information, and the tender drawings 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 the tender will also form part of this volume once a Tenderer has been appointed.

Notes to Tenderer

1. Volume 3 is issued at tender stage in paper format.

At contract stage Volume 3 will be 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 F2 in the Tender Data

Information provided by a Tenderer over and above the above elements of Volume 3 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.

Contractor

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Employer

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Witness 2



Employer



Witness 1



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THE TENDER

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Contractor

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

BID NO	DEPARTMENT	DESCRIPTION	MINIMUM CIDB GRADING	CONTACT PERSON	SITE BRIEFING	AVAILABILITY	CLOSING DATE
NLM2025-007B	TECHNICAL DEPARTMENT: PMU	CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI	5CE	D MUNYAI: 053 928 2217	N/A	29/01/2025 @ 07H30 to 13H00 and 13H30 to 16H00	12/02/2025 @ 12H00

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 2011, the Naledi Local Municipality will be applying the 80/20 preference point system.

Broad-Based Black Economic Empowerment (B-BBEE) requires that the bidders submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims. A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status level Verification Certificate for every separate bid. Failure to do so will result in the Bidder forfeiting the points allocated for B-BBEE. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

NB: The Naledi 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
- Certified ID Copies of all Directors
- Proof of business address
- Proof of payment of Municipal services for both the business properties and residential properties of Directors of the company
- B-BBEE certificated obtained from accredited agencies by SANAS or registered auditors approved by IRBA (Independent Regulatory Board of Auditors) or in case Micro Enterprises, The B-BBEE certificate may be issued by registered Accountant as well

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

TSHASHU CONSULTING AND PROJECT MANAGERS

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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).
- Valid B-BBEE Verification Certificate (Failure to submit required B-BBEE certificate will result in the bidder getting zero points).
- Certified ID copies of company members and shareholders. (NB: date of certification must be less than 3 months old).

Bid documents are available from 07:30 to 13:00 and 13:30 to 16:00 upon payment of **R500-00** (Five Hundred Rand) cash non-refundable document fee, at the cashier, Finance Naledi Local Municipality (Room 21), **Naledi Local Municipality Building**, 19A Market Street, Vryburg, 8601, North West Province.

Bid documents will be made available from 29 January 2025.

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, that 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 Naledi Local Municipality Building, 19A Market Street, Vryburg, by no later than 12h00 on the closing date 12/02/2025

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

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

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

Contractor

Witness 1

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Employer

Witness 1

Witness 2



MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
NALEDI LOCAL MUNICIPALITY

BID NUMBER	NLM 2025-007B	CLOSING DATE	12/02/2025	CLOSING TIME	12H00
DESCRIPTION	CONSTRUCTION OF AURIEM AND CRUTZE STREEETS IN HUHUDI				

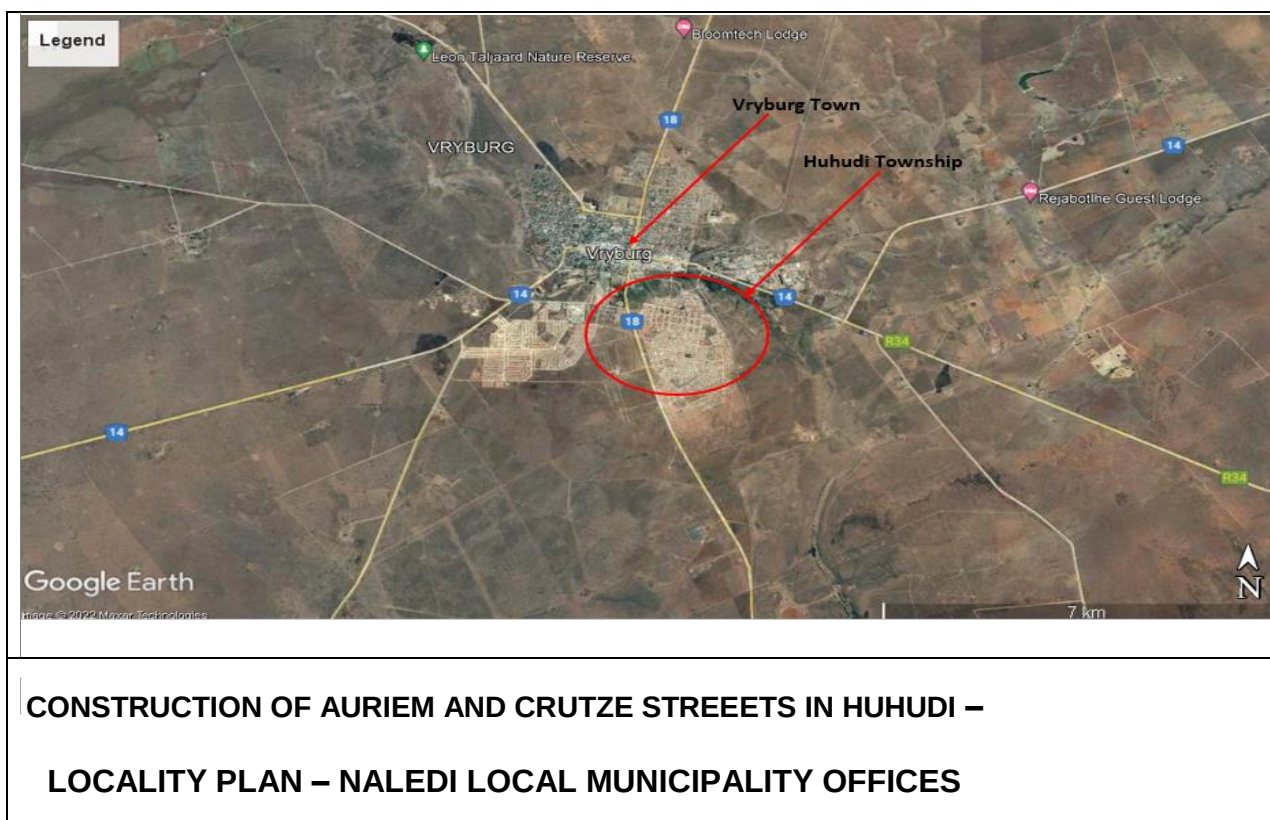
The successful bidder will be required to fill in and sign a written Contract Form (MBD 7)

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AS INDICATED BELOW:

The Tender Document may be deposited in the tender box which is identified as the tender box of the **NALEDI LOCAL MUNICIPALITY** in the **TENDER BOX** in the **FOYER OF NALEDI LOCAL MUNICIPALITY, 19A MARKET STREET, VRYBURG, 8601**

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – **(NOT TO BE RE-TYPED)**
NALEDI LOCAL MUNICIPALITY RESERVES THE RIGHT TO DISQUALIFY BIDDERS FOR DISMANTLING THE TENDER DOCUMENTS THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

NAME OF BIDDER			
POSTAL ADDRESS:			
STREET ADDRESS:			
TELEPHONE NUMBER:	CODE:	NUMBER:	
CELLPH ONE			
FACSIMILE NUMBER:	CODE:	NUMBER:	
VAT REGISTRATION NUMBER			
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (MBD 2)?	YES/NO		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?	YES/NO		
	(IF YES ENCLOSE PROOF)		
SIGNATURE OF BIDDER			
DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
I/We the undersigned (full name of the Tender) _____ Hereby offer to execute and complete the above-mentioned service in accordance with the Drawings, Specifications, Bills of Quantities and condition of contract for the amount indicated hereunder, and to provide all the labour, materials, workmanship, machinery plant and everything that is or may before necessary.			
Bid price:	R		
VAT:	R		
Total Bid amount:	R		
Is your price firm?	YES/NO		
Total tender amount in words			

Contractor

Witness 1

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Employer

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TENDER DATA

PART T1: TENDERING PROCEDURES

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 and Annex E of SANS 294:2004

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
F.1	General
F.1.1	The employer is the Naledi Local Municipality
F.1.2	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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

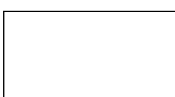


Sub clause	Data
F.1.4	The employer's agent is: Name: Tshashu Consulting and Project Managers Address: The Village Office Park, Office 290, Block C First Floor, Cnr Oberon & Glenwood Rd, Faerie Glen, 0043 POSTNET SUITE 403, PRIVATE BAG X025 LYNWOOD RIDGE 0400 8600 Tel: 012 348 1896 E-mail: admin@tsconsulting.co.za Contacts: Neluheni P.D. (Project Engineer), ECSA Reg. No.: 200870265 Cell: 082 779 0876
F.1.6.4.3	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.
F.1.8	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.
F.2	Tenderer's obligations
F.2.1	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 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 class of construction work
F.2.7	A compulsory tender clarification meeting will not be conducted.

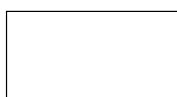
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



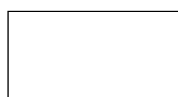
F.2.1.4.1	Construction Industry Development Board (CIDB) Registration Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined 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.
F.2.11	The Procurement document as issued shall NOT be taken apart for purpose of submitting the Tender.
F.2.12	Alternative Tenders will not be considered.
F.2.13.1	Tenderers are to submit one tender only , either as a single tendering entity or as a member of a Joint Venture.
F.2.13.3	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).
F.2.13.4	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
F.2.13.5	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 NALEDI LOCAL MUNICIPALITY, 19A MARKET STREET, VRYBURG, 8601. Identification details: TENDER No. NLM 2025-007B: CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI.
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 12H00 on 11/02/2025
F.2.16	The tender offer validity period is ninety (90) days .
F.2.20	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.



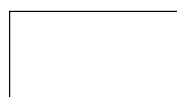
Contractor



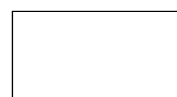
Witness 1



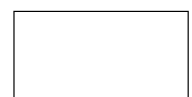
Witness 2



Employer



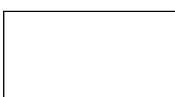
Witness 1



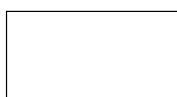
Witness 2



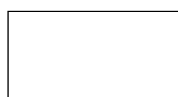
F.2.23.1	Evidence of tax compliance Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate 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.
F.2.23	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.
F.3	The Employer's undertakings
F.3.4	Opening of tender submissions The time and location for opening of tender offers: Tenders will not be opened in public due to the Covid-19 Regulations. The closing bid prices can however be requested from the SCM Directorate of Naledi Local Municipality, 19A Market Street, Vryburg, 8601.
F.3.8.2	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.



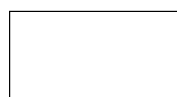
Contractor



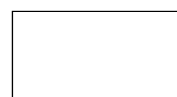
Witness 1



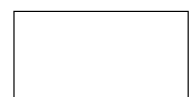
Witness 2



Employer



Witness 1



Witness 2



F.3.11	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. The Employer adheres to all relevant Acts, including the Black Economic Empowerment Act no. 53 of 2003, Preferential Procurement Policy Framework Act no. 5 of 2000, and Employment Equity Act no. 55 of 1998. Tenders shall be awarded on the basis of a principle that work shall be fairly or equitably distributed amongst Contractors/entities that have not been awarded contracts previously. In terms of Preferential Procurement Regulations of 2011, the 80/20 preference point system is applicable. Broad-Based Black Economic Empowerment (B- BBEE) requires that bidders submit original and valid B- BBEE Status-Level Verification Certificates or certified copies thereof to substantiate their B- BBEE rating claims. Failure to submit such a certificate will result in the bidder not qualifying for preference points for B- BBEE. The bidders must submit verification certificates that are accredited by - SANAS (South African National Accreditation System) - IRBA (Independent Regulatory Board of Auditors) <table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">B-BBEE Status Level of Contributor</th> <th style="padding: 5px;">Number of Points (80/20 System)</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">1</td><td style="padding: 5px;">20</td></tr> <tr><td style="padding: 5px;">2</td><td style="padding: 5px;">18</td></tr> <tr><td style="padding: 5px;">3</td><td style="padding: 5px;">16</td></tr> <tr><td style="padding: 5px;">4</td><td style="padding: 5px;">10</td></tr> <tr><td style="padding: 5px;">5</td><td style="padding: 5px;">8</td></tr> <tr><td style="padding: 5px;">6</td><td style="padding: 5px;">6</td></tr> <tr><td style="padding: 5px;">7</td><td style="padding: 5px;">4</td></tr> <tr><td style="padding: 5px;">8</td><td style="padding: 5px;">2</td></tr> <tr><td style="padding: 5px;">Non-compliant contributor</td><td style="padding: 5px;">0</td></tr> </tbody> </table> Trust, Consortium or Joint Venture must obtain and submit a consolidated B- BBEE Status Level Verification Certificate with their bids	B-BBEE Status Level of Contributor	Number of Points (80/20 System)	1	20	2	18	3	16	4	10	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of Points (80/20 System)																				
1	20																				
2	18																				
3	16																				
4	10																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				
F.3.11.3	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 32305 of 5 June 2009; The certificate shall be in accordance with Government Notice 754 issued by the Naledi Local Municipality 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 Failure to submit a valid verification certificate will result in the award of 0 (zero) points for preference; In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted. A Trust, Consortium or Joint Venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate with their bids.																				

Contractor

Witness 1

Witness 2

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Witness 2



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
- Certified ID Copies of all Directors
- Proof of business address
- Proof of payment of Municipal services for both the business properties and residential properties of Directors of the company
- B-BBEE certificated obtained from accredited agencies by SANAS or registered auditors approved by IRBA (Independent Regulatory Board of Auditors) or in case Micro Enterprises, The B-BBEE certificate may be issued by registered Accountant as well

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FUNCTIONALITY CRITERIA

If the details are not provided in the Returnable Schedules zero "0" points will be awarded for quality criteria and the Bid will be considered to be inexperienced.

Table A1: PREVIOUS PROJECT EXPERIENCE

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Three (3) Similar projects > R5 million completed successfully (5 points each)	15,0	
2	Four (4) Similar projects > R5 million completed successfully (5 points each)	20,0	
3	Three (3) Similar projects > R7,5 million completed successfully (7,5 points each)	22,5	
4	Four (4) Similar projects > R7,5 million completed successfully (7,5 points each)	30,0	
SUB-TOTAL:		30	

N.B: BIDDERS TO SUBMIT VALID CONTACT DETAILS OF COMPLETED PROJECTS. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

TABLE A2: FINANCIAL CAPACITY

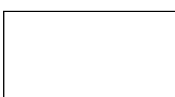
	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Bidder submitted only proof of banking details	2	
2	Bank rating worse than a "C"	5	
3	Bank rating of "C"	7	
4	Bank rating better than a "C"	10	
SUB-TOTAL:		10	

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

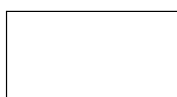
TABLE A3: LOCATION

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Bidder located outside North West Province	6	
2	Bidder located inside North West Province	9	
3	Bidder located inside Dr Ruth S Mompoti DM area	12	
4	Bidder located inside Naledi LM area	15	
SUB-TOTAL:		15	

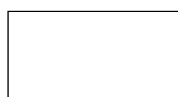
N.B: THE REGISTERED ADDRESS AS PER THE COMPANY REGISTRATION DOCUMENTS CIPC (COMPANY INTELLECTUAL PROPERTY COMMISSION) WILL BE USED, ONLY THE SINGLE HIGHEST POINT ALLOCATION WILL APPLY TO ANY BIDDER.



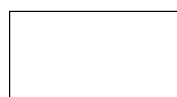
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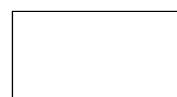
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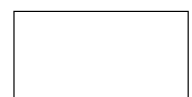
Witness 2



Employer



Witness 1



Witness 2



TABLE A4: KEY PERSONNEL

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Contract Director / Manager must have a minimum of BTech Eng. / B Eng. Degree – Civil and Professional registration with Engineering Council of South Africa as Civil Engineering & South African Council for the Project and Construction Management Professions as Construction Project Manager or Construction Manager (attach CV and certified copy of qualifications, professional registration) – > 5 years' experience = 5 points > 3 years' experience = 3 points < 3 years' experience = 2 points	5	
2	Site Agent must as a minimum have a NDip: Engineering – Civil and relevant experience in road construction and labour-intensive techniques to qualify for any points(attach CV and certified copy of qualifications) – > 5 years' experience = 4 points > 3 years' experience = 3 points < 3 years' experience = 1 points	4	
3	Site Foreman must have relevant experience in road construction and labour-intensive techniques to qualify for any points – > 5 years' experience = 3 points > 3 years' experience = 2 points < 3 years' experience = 1 points	3	
4	Safety Officer must have qualification of SAMTRAC, risk assessor and legal liability and relevant experience similar works to qualify for any points (attach CV and certified copy of qualifications) – > 5 years' experience = 3 points > 3 years' experience = 2 points < 3 years' experience = 1 points	3	
SUB-TOTAL:		15	

N.B: BIDDERS TO SUBMIT CURRICULUM VITAE & CERTIFICATES OF KEY PERSONNEL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

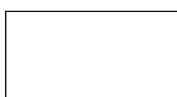
TABLE A5: PLANT AND EQUIPMENT

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	1 x Grader	6	
2	1 x Excavator (≥ 20 tons)	4	
3	4 x Tipper Trucks (2 points each)	8	
4	2 x Loaders (Skid steer, Front end or TLB) (2.5 points each)	5	
5	2 x Water Carts	3	
6	1 x Vibrating Rollers (≥ 10 tons)	3	
7	1 x LDV	1	
SUB-TOTAL:		30	

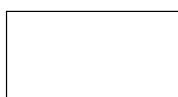
N.B: BIDDERS TO SUBMIT VEHICLE/EQUIPMENT OWNERSHIP PROOF OR COMMITMENT OF RENTAL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

* The tenderer will score the full allocated points for vehicles/equipment owned; however, they will only qualify for 50% of the points for rental vehicles/equipment.

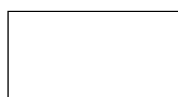
TSHASHU CONSULTING AND PROJECT MANAGERS



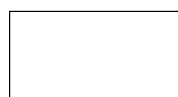
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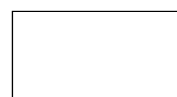
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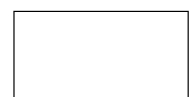
Witness 2



Employer



Witness 1



Witness 2



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**

Bidders should note the following:

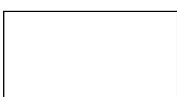
- Material should be sourced locally (within South African borders).
- The bidder should include completion certificates.
- Bidders are requested to submit contactable references for verification.
- Where the proposed prices of critical materials to be supplied to the Naledi Local Municipality are considerably less than the expected market price or rates, the Naledi 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.
- Naledi 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 Naledi Local Municipality policy, the Naledi 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.**

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 B-BBEE COMPLIANCE ONLY.

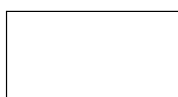
Note to Bidders:

- **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 Naledi 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.**

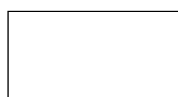
Tenders will be evaluated for Functionality. Tenderers who qualify for Functionality will be evaluated further for Price and Preference only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further.



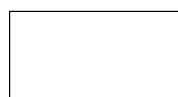
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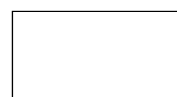
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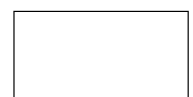
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Employer



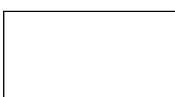
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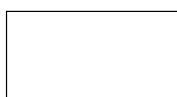
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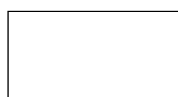
F3.13.1	Tender offers will only be accepted on condition that: a) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the Tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention 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.
F.3.17	The number of paper copies of signed contract to be provided by the Engineer is one (1) .
F.4	Additional Conditions of Tender



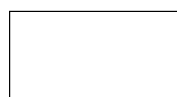
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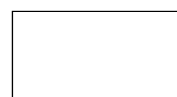
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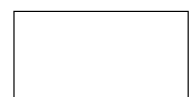
Witness 2



Employer



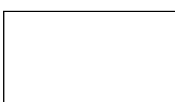
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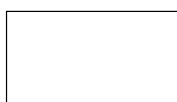
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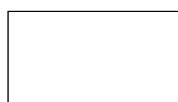
F.4.1	Compliance with Occupational Health and Safety Act, 85 of 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood 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.
F.4.2	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.



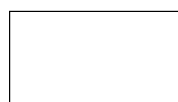
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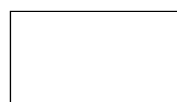
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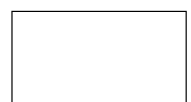
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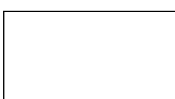
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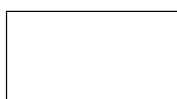
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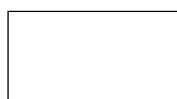
F.4.3	Imbalance in tendered rates In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and 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.
F.4.4	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
F.4.6	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 Engineer and the local communities. The Community Liaison Officer (CLO) will be selected by the Ward Councilor and the Contractor. An amount of R 6000.00 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
F.4.7	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.
F.4.8	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.



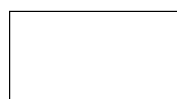
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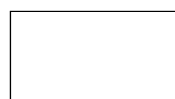
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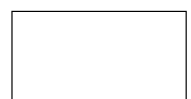
Witness 2



Employer



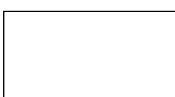
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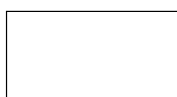
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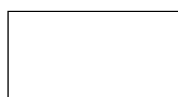
F.4.9	General supply chain management conditions applicable to tenders In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender: a) has furnished the Employer with that provider's: i) full name; ii) identification number or company 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: d) a person who is in the service of the state; e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; f) an advisor or consultant contracted with the Employer; or g) 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.
F.4.10	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
F.4.11	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.



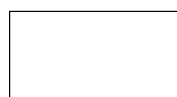
Contractor



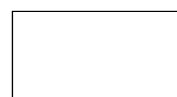
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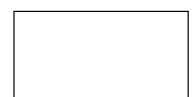
Witness 2



Employer



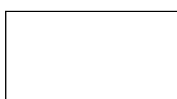
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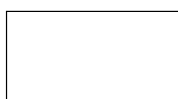
Witness 2



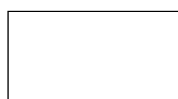
F.4.12	Requests for contract documents, or parts thereof, in electronic format The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may 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 been issued with the tender documents as contemplated in F.1.2 in hardcopy. b) The electronic version shall not be regarded as a substitute for the issued tender documents. c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. 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. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. 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) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. f) 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.
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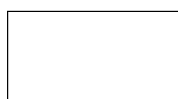
Contractor



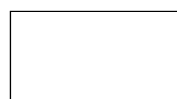
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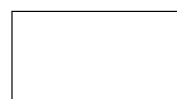
Witness 2



Employer



Witness 1



Witness 2



CONSTRUCTION OF HUHUDI INTERNAL STREETS

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Contractor

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T2.1 Returnable schedule for tender

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must produce the certificate on his letterhead using the template below and attach to his bid.

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

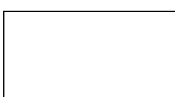
We, the undersigned, being the key partners in the business trading as

.....

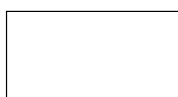
hereby authorized Mr/Mrs , acting in the capacity
of.....to sign all documents in connection with the tender for
Contract... ..and any contract resulting from it
on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

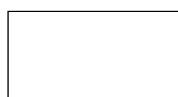
NOTE: This certificate is to be reproduced on Tenderer's own letterhead and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



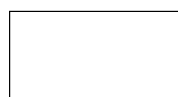
Contractor



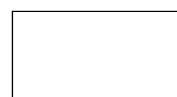
Witness 1



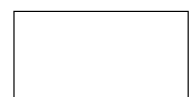
Witness 2



Employer



Witness 1



Witness 2



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:

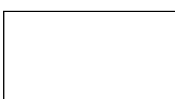
1.....
Signature: Sole owner
2.....
Date

E. Certificate for Close Corporation

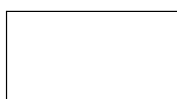
We, the undersigned, being the key members in the business trading
as hereby authorize

Mr/Mrs.....

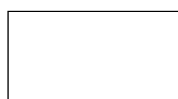
Acting in the capacity of....., to sign all documents
in connection with the tender for Contract... and any
contract resulting from it on our behalf.



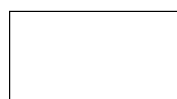
Contractor



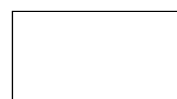
Witness 1



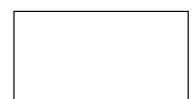
Witness 2



Employer



Witness 1



Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI

T2.1 B SCHEDULE OF PROPOSED SUBCONTRACTORS OTHER THAN LOCAL SMME'S

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.

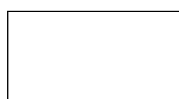
If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of 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.			

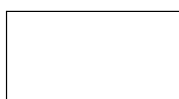
Signed..... Date.....

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

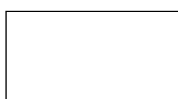
Tenderer.....



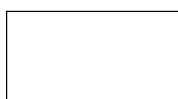
Contractor



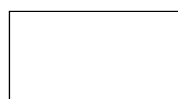
Witness 1



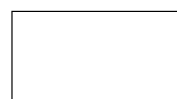
Witness 2



Employer



Witness 1



Witness 2



T2.1 C 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 is 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.....

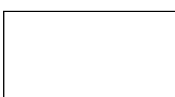
...

Name.....

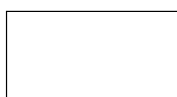
Position.....

.

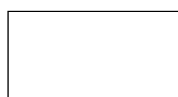
Tenderer.....



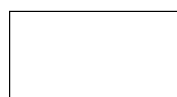
Contractor



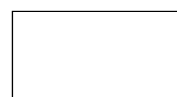
Witness 1



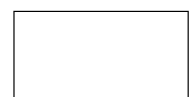
Witness 2



Employer



Witness 1



Witness 2



T2.1 D SCHEDULE OF THE TENDERER'S RECENTLY COMPLETED AND CURRENT PROJECTS

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

Employer, contact person and telephone number	Consulting Engineer: contact person & tel. no.	Description of project	Value of work Inclusive of VAT (R million)	Contract period (months)	Date completed/ date of expected completion*

Attach additional pages if more space is required

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1 E 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.

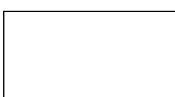
Signed.....

Date.....

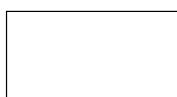
Name.....

Position.....

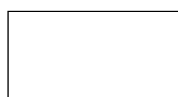
Tenderer.....



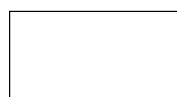
Contractor



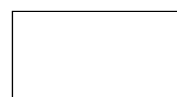
Witness 1



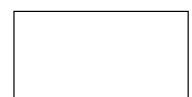
Witness 2



Employer



Witness 1



Witness 2



CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI

T2.1 F 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.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



T2.1 G PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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

TSHASHU CONSULTING AND PROJECT MANAGERS

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

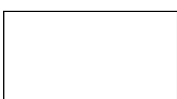
4. POINTS AWARDED FOR SPECIFIC GOALS

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:

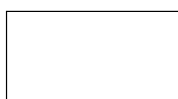
4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (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,

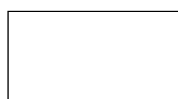
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



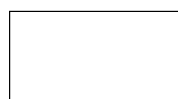
Contractor



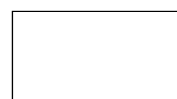
Witness 1



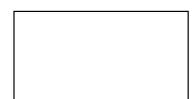
Witness 2



Employer



Witness 1



Witness 2



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.)

80/20		
Preference Points for Specific Goals	Means of Verification	Number of Points
Ownership by Black people	BEE Certificate/ Sworn Affidavit BEE status: ➤ Level 1= 4 ➤ Level 2= 3 ➤ Level 3= 1 ➤ Level 4 up 0	4
People or Business residing with Naledi Local Municipality	Statement of Municipal Rates and Taxes of not more than Three (3) Months/ tribal letter	4
Women	Identification Document	4
People with disabilities	Medical Report confirming disability	4
Youth (18 to 35 Years of age)	Identification Document	4

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

TSHASHU CONSULTING AND PROJECT MANAGERS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

SURNAME AND NAME:

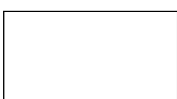
DATE:

ADDRESS:

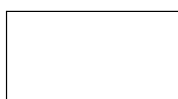
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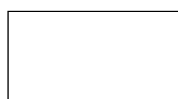
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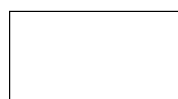
Contractor



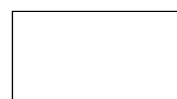
Witness 1



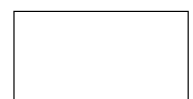
Witness 2



Employer



Witness 1



Witness 2



5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 If yes, indicate:

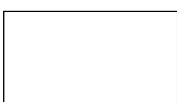
- (i) what percentage of the contract will be subcontracted? %
(ii) the name of the sub-contractor?
(iii) the B-BBEE status level of the sub-contractor?
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

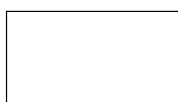
- 9.1 Name of company/firm
9.2 VAT registration number
9.3 Company registration number
9.4 TYPE OF COMPANY/ FIRM

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

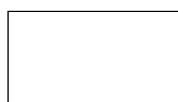
[TICK APPLICABLE BOX]



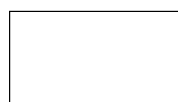
Contractor



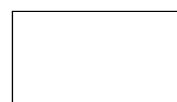
Witness 1



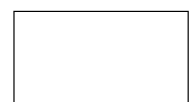
Witness 2



Employer



Witness 1



Witness 2



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

.....

9.8 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



WITNESSES:

1.

.....

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



T2.1 H 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 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**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.1 I CONFIRMATION OF CSD DATABASE REGISTRATION

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER 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.....

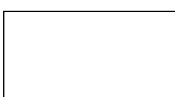
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Name.....

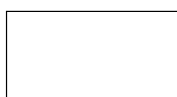
Position.....

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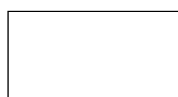
Tenderer.....



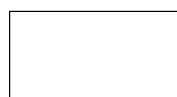
Contractor



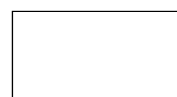
Witness 1



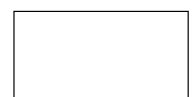
Witness 2



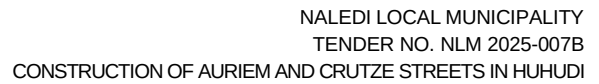
Employer



Witness 1



Witness 2



QUALITY MANAGEMENT QUESTIONNAIRE

- | | |
|-----|----|
| YES | NO |
|-----|----|

YES	NO
-----	----

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 reasonably 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

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

The 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.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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 contracted if not available within the employ of the company	
# Site Agent				
# Foremen / Supervisor				
# Safety officer				
Technicians, surveyors, etc.				
Artisans and other skilled workers				
Plant operators				
Unskilled workers				

Notes: The categories marked are Key Personnel

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

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

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

SIGNATURE:

DATE:

(of person authorized to sign on behalf of Tenderer)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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 any provincial Naledi 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 Naledi 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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

* Insert separate page if necessary

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.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2) 52

T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION..... 54

T2.2 C COMMISSIONER OF OATH CERTIFICATION 55

T2.2 D DECLARATION OF INTEREST (MBD 4) 56

T2.2 E DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT
PRACTICES (SDB 8) 59

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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)		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			
4. Company / Close Corporation registration number:		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			
5. Income Tax reference number:		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			
6. VAT registration number: (If applicable)		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			
7. PAYE employer's registration number: (If applicable)		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			
8. Monetary value of tender:		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			
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																					
<u>PLEASE NOTE:*</u> 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.....

Tenderer.....

--

Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



TAX CLEARANCE CERTIFICATE REQUIREMENTS

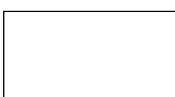
It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 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.

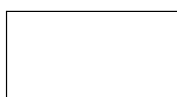
Signed..... Date

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

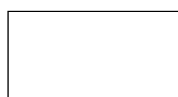
Tenderer.....



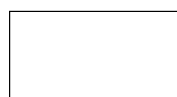
Contractor



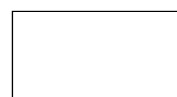
Witness 1



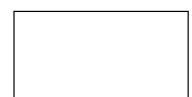
Witness 2



Employer



Witness 1



Witness 2



T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



T2.2 C COMMISSIONER OF OATH CERTIFICATION

SIGNATURE

DULY AUTHORISED TO SIGN

ON BEHALF OF

ADDRESS

.....

.....

.....

TELEPHONE No.

DATE

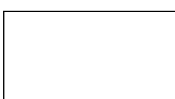
COMMISSIONER OF OATHS:

SIGNATURE:

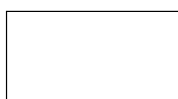
DATE:

STAMP:

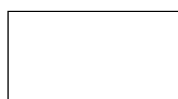
MUST BE DATE STAMPED AND SIGNED BY A COMMISSIONER OF OATHS



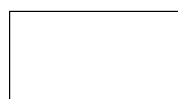
Contractor



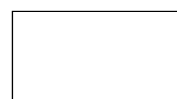
Witness 1



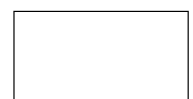
Witness 2



Employer



Witness 1



Witness 2



T2.2 D DECLARATION OF INTEREST (MBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, 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 authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder², member):
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial Naledi Local Municipality, 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

2.7.1 If so, furnish the following particulars:

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

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

... Position occupied in the state institution:

...

Any other particulars:

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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	Income Tax	State Employee Number

4. DECLARATION

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

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

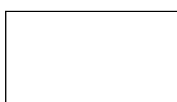
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

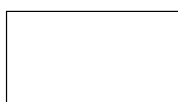
.....
Date

.....
Position

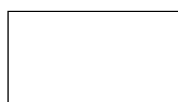
.....
Name of bidder



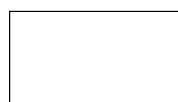
Contractor



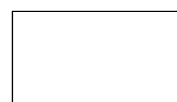
Witness 1



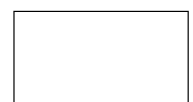
Witness 2



Employer



Witness 1



Witness 2



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:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

--

Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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:

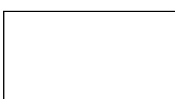
¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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.

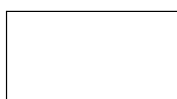
Signed..... Date

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

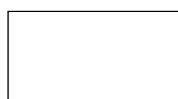
Tenderer.....



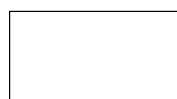
Contractor



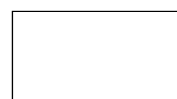
Witness 1



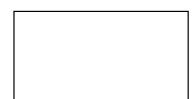
Witness 2



Employer



Witness 1



Witness 2



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)

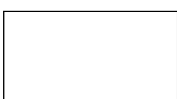
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

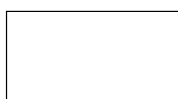
(Name of Bidder)

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
 - d. 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.

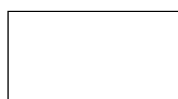
³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



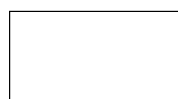
Contractor



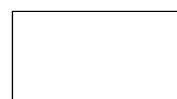
Witness 1



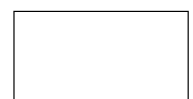
Witness 2



Employer



Witness 1



Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

With reference to Clause C3.3 of the contract, 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: **NALEDI LOCAL MUNICIPALITY
19A MARKET STREET, VRYBURG, 8601**

Contract No: **TENDER No. NLM 2025-007B**

At: **VRYBURG**

Contract title: **CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI**

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 **Construction of Roads Huhudi**

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;

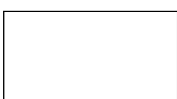
AND

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

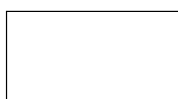
NOW THEREFORE WE,

_____ 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:

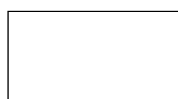
2. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions of extensions of the Completion Date of the Works 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.



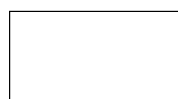
Contractor



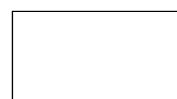
Witness 1



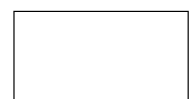
Witness 2



Employer



Witness 1



Witness 2



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.

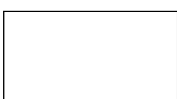
7. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

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.

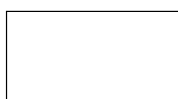
A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

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

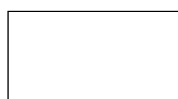
8. I/We hereby choose our address for the serving of all notices for all purposes arising here from as



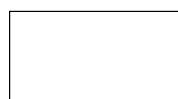
Contractor



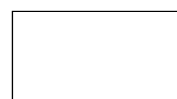
Witness 1



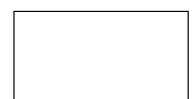
Witness 2



Employer



Witness 1



Witness 2



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

on this _____ day of _____ 20____

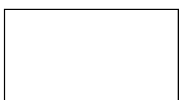
As witnesses:

1. _____ Signature_____

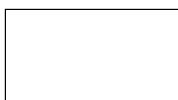
2. _____ Signature_____

Duly authorized to sign on behalf of (Guarantor)_____

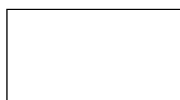
Address_____



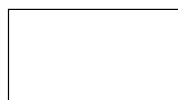
Contractor



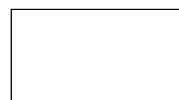
Witness 1



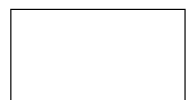
Witness 2



Employer



Witness 1



Witness 2



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

The Contractor hereby agrees to indemnify, hold harmless and defend Naledi 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 onsite.
- 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 Naledi Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees
- 1.8 Contractor shall indemnify Naledi Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

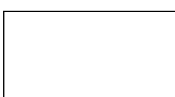
I, _____ the undersigned (duly authorized to sign) hereby declare that I have read and understood the above mentioned and agree to all the above.

COMPANY:	
ADDRESS:	
TEL:	
CELL:	

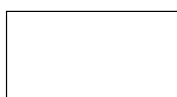
Signed..... Date

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

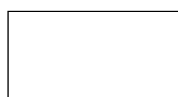
Tenderer.....



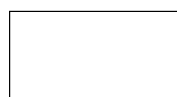
Contractor



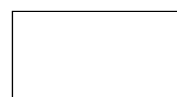
Witness 1



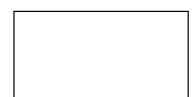
Witness 2



Employer



Witness 1



Witness 2



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

T2.3 A ORGANOGRAM AND CURRICULA VITAE OF KEY PERSONNEL 69

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT 70

T2.3 C ADDITIONAL DOCUMENTS 71

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3 A ORGANOGRAM AND CURRICULA VITAE OF KEY PERSONNEL

The Tenderer shall supply an organogram for the management of the contract and include form below of key personnel according to the format on the following page. These forms 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 Engineer.

DIRECTOR / 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.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software, 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.

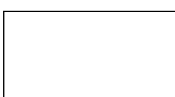
The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme and method statement shall be submitted with the bid as an annexure.

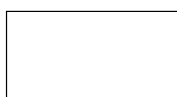
Signed..... Date

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

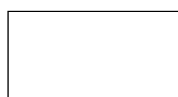
Tenderer.....



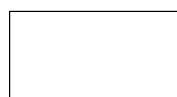
Contractor



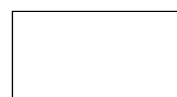
Witness 1



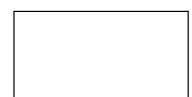
Witness 2



Employer



Witness 1



Witness 2



T2.3 C ADDITIONAL SUPPORTING DOCUMENTS

Tenders shall attach additional supporting documentation, if applicable

- 1.
- 2.
- 3.

Signed..... Date

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

Tenderer.....

.

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



THE CONTRACT

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE..... 74

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT, 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION
REGULATIONS, 2014 79

C1.3 PERFORMANCE GUARANTEE 81

C1.4 CONTRACT DATA 86

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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:

CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI

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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ACCEPTANCE

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

The terms of the contract, are contained in

- Part 1 Agreements and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work.
- Part 4 Site Information

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 (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,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



For the Employer:

As witness:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Capacity

.....
Date

.....
Name and address of organization:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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,

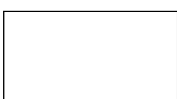
1 Subject

Details

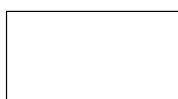
2 Subject

Details

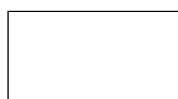
By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules,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



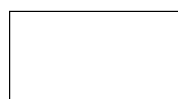
Contractor



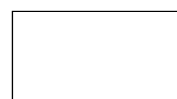
Witness 1



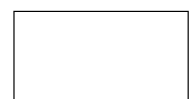
Witness 2



Employer



Witness 1



Witness 2



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	

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



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 **NALEDI 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

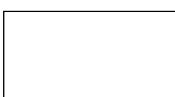
..... in his capacity as

.....

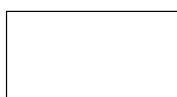
WHEREAS the Employer is desirous that certain works be constructed, **CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI** and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed 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:

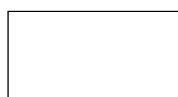
1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer's agent requiring him to commence the execution 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 2014 (3rd Edition) as issued by the South African Institution of Civil Employer's agenting (hereinafter referred to as "the GCC 2015"),
 - 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.



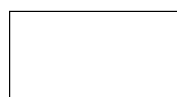
Contractor



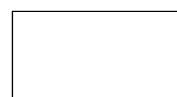
Witness 1



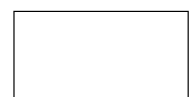
Witness 2



Employer



Witness 1



Witness 2



- 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 Naledi 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C1.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2014.

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 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

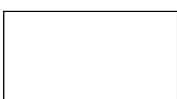
3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this 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

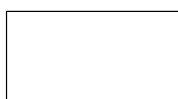
3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

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.

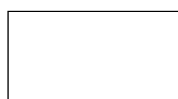
3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1



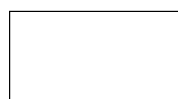
Contractor



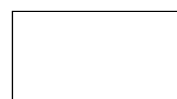
Witness 1



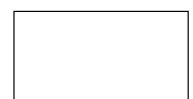
Witness 2



Employer



Witness 1



Witness 2



- 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 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signed at

Date

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1).....

Witness signatory (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.4 CONTRACT DATA

C1.4.1 Conditions of Contract

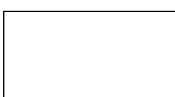
The Conditions of Contract applicable are the General Conditions of Contract for Construction Works 3rd Edition (2014) published by the South African Institution of Civil Engineer's, Private Bag X200, Halfway House, 1685.

C1.4.2 Contract Specific Data

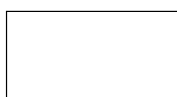
The following Contract Specific data, referring to the General Condition of Contract for Construction Works, 3rd Edition 2014 apply to this contract

Section 1: Data provided by the Employer

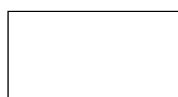
Clause	
1.1.1.5	The " Commencement date " shall be the date the site is handed over to the Contractor and after the guarantees have been delivered.
1.1.1.15	The Employer is the NALEDI LOCAL MUNICIPALITY .
1.1.1.16	The Employer's agent is Tshashu Consulting and Project Managers
1.2.1	The employer's address for receipt of communication is: Telephone: 053 928 2200 Facsimile: 053 927 3482 Address: Naledi Local Municipality 19A Market Street Vryburg 8601
1.2.1	The Employer's agent's contact details are as follows: Telephone: 012 348 1896 e-mail: dan@tsconsulting.co.za Address: The Village Office Park Block C, Office 290 Faerie Glen 0001
2.5.1	Cession payments will be considered, but must be approved by the Employer prior to and purchases be made.
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 apenalty for delay



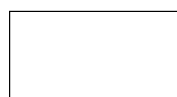
Contractor



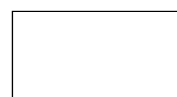
Witness 1



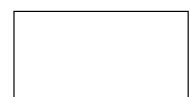
Witness 2



Employer



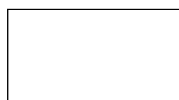
Witness 1



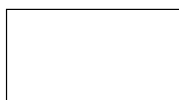
Witness 2



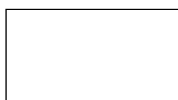
Clause	
	11. The issuing of a variation order 12. Issuing of instructions to carry out work on a day work basis 13. The determination of additional or reduced costs arising from changes in legislation 14. The agreeing of the adjustment of the sums for general item 15. Authorizing the Contractor to repair and make good excepted risks 16. The giving of a ruling on a contractor's claim 17. The agreeing of an extension to the 28-day period 18. The inclusion of credits in the next payment certificate
3.1.3	The Engineer 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 12 December 2025 and ends on 5 January 2026 .
5.3	The Works are to be commenced within 14 days of the Commencement Date.
5.5	The Works shall be completed within Ten (10) months, including 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
5.13.1	The penalty for delay is R4500.00 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 and as per the GCC.
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.



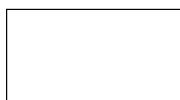
Contractor



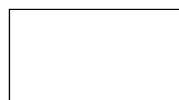
Witness 1



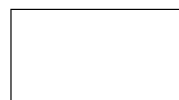
Witness 2



Employer



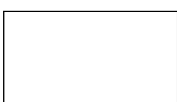
Witness 1



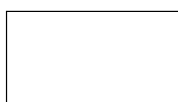
Witness 2



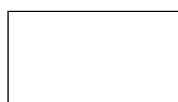
Clause	
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80% .
6.10.3	The percentage retention is 10% of the work completed (excluding VAT).
6.10.3	The limit of retention money is 5% of the tender sum (excluding VAT)
6.10.4	The first payment certificate will only be processed after the completion of section A: P&G: Item 1 & 2 & 4 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 is equal to the contract amount.
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: $\text{Penalty} = \text{Tender sum (excluding VAT)} \times (\text{tenderer labour content \%} - \text{actual labour content \%})$ BEEE Content: $\text{Penalty} = \text{Tender sum (excluding VAT)} \times (\text{tendered BEE content \%} - \text{actual BEE content \%})$ Geographical area for labour recruitment: in Vryburg: (Naledi Local Municipality)



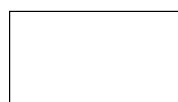
Contractor



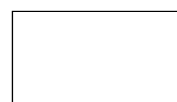
Witness 1



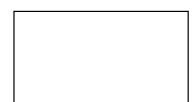
Witness 2



Employer



Witness 1



Witness 2



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 withinmonths as proposed by the contractor

Signed at

Date

Capacity

Signature

Witness signatory (1)

Witness signatory (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.4.3 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2014 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 Naledi Local Municipality represented by the Head of the Electrical Naledi Local Municipality and/or such other person or persons duly authorized by the Employer in writing.

1.1.1.16 "Employer's agent" means Tshashu Consulting and Project Managers as represented by a Director, Manager or other person duly authorized thereto by Tshashu Consulting and Project managers.

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."

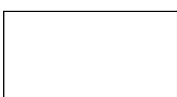
4. CONTRACTORS' GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

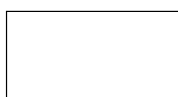
Add the following sub clause:

4.1.1.1 The Contractor shall, save in so far as it is legally or physically impossible,

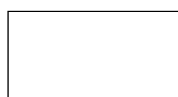
- (a) Provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary



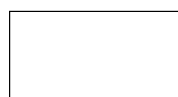
Contractor



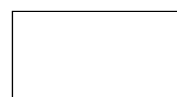
Witness 1



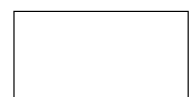
Witness 2



Employer



Witness 1



Witness 2



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.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

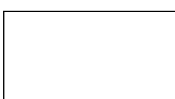
Date

Capacity

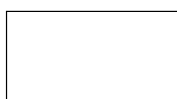
Signature

Witness signatory (1)

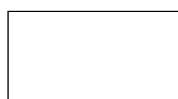
Witness signatory (2)



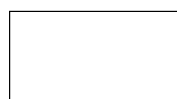
Contractor



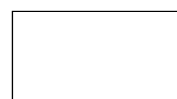
Witness 1



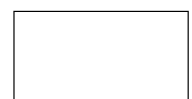
Witness 2



Employer



Witness 1



Witness 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.: NLM 2025-007B

CONTRACT TITLE: CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.4.5 Insurance Broker's Warranty

Pro Forma

Letterhead of Contractor's Insurance Broker

Date

NALEDI LOCAL MUNICIPALITY
Municipal Manager
19A Market Street
Vryburg
8601

Dear Sir

CONTRACT NO.: NLM 2025-007B

CONTRACT TITLE: CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI

NAME OF CONTRACTOR:

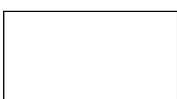
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the NALEDI LOCAL MUNICIPALITY with regard to the abovementioned contract,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

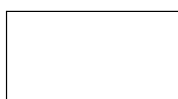
Yours faithfully

Signed: _____

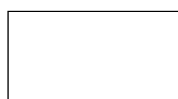
For: _____



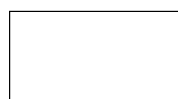
Contractor



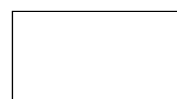
Witness 1



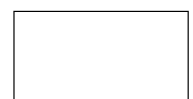
Witness 2



Employer



Witness 1



Witness 2



C1.4.6 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: NLM 2025-007B

PROJECT: **CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI**

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.

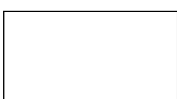
2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

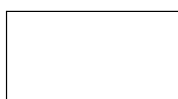
3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

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 R6000.00 per month. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

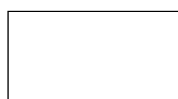
- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall 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.



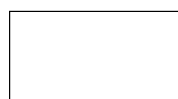
Contractor



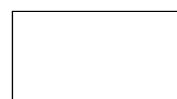
Witness 1



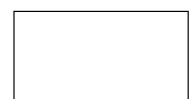
Witness 2



Employer



Witness 1



Witness 2



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 behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stay-aways.

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

- (i) undisciplined or unruly behaviour;
- (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:

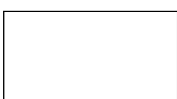
- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

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.

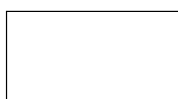
3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

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.

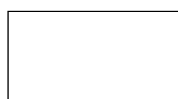
3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.



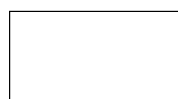
Contractor



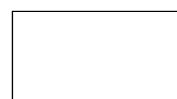
Witness 1



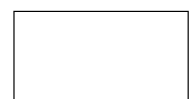
Witness 2



Employer



Witness 1



Witness 2



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

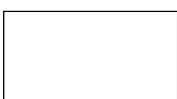
- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

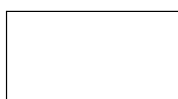
Contractor:

Community Liaison officer:

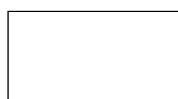
Date:



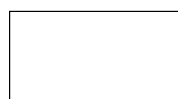
Contractor



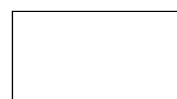
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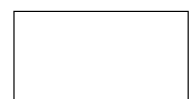
Witness 2



Employer



Witness 1



Witness 2



PART C2: PRICING DATA

C2.1

PRICING INSTRUCTIONS

99

C2.2

BILL OF QUANTITIES

101

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 Engineering 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	=	ton (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.

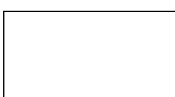
Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

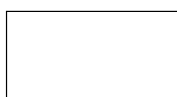
Amount: The product of the quantity and the agreed rate for an item.

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.

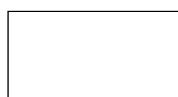
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.



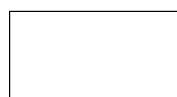
Contractor



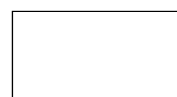
Witness 1



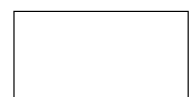
Witness 2



Employer



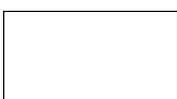
Witness 1



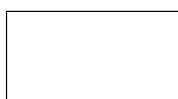
Witness 2



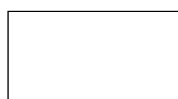
5. The prices and rates to be inserted in the Bill of Quantities are to be fully inclusive prices for the work described under the various items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all 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.



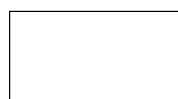
Contractor



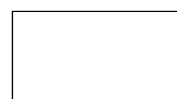
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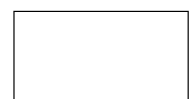
Witness 2



Employer



Witness 1



Witness 2



C2.2 BILL OF QUANTITIES



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	 SANS 1200A	PRELIMINARY AND GENERAL				
	8.3	NOTE: A rate or price must be entered in the amount column for each item. Items which are included should have the word "included" written in the appropriate amount column. FIXED-CHARGE ITEMS & VALUE RELATED ITEMS				
1.1	PSA 9.1	Contractual requirements	Sum	1		
	8.3.2	Establish Facilities on the Site:				
	8.3.2.1	Facilities for Engineer				
1.2	PSAB 1	(a) Nameboards (1no)	Sum	1		
1.3		(b) Offices for Engineer (12m²)	Sum	1		
	8.3.2.2 PSA 2	Facilities for Contractor				
1.4		(a) Offices and storage sheds	Sum	1		
1.5		(b) Workshops	Sum	1		
1.6		(c) Ablution and latrine facilities	Sum	1		
1.7		(d) Tool and equipment	Sum	1		
1.8		(e) Water supplies, electric power, and communications	Sum	1		
1.9		(f) Dealing with water (see 5.5)	Sum	1		
1.10		(g) Access (see 5.8)	Sum	1		
1.11		(h) Plant	Sum	1		
1.12	8.3.3	Other fixed-charge obligations	Sum	1		
1.13	8.3.4	Removal of site establishment on completion	Sum	1		
		CONSTRUCTION REGULATIONS - OHS ACT				
1.14	PAP 10.2.2	Compliance with OHS Act and Regulations (including the Construction Regulations 2003)	Sum	1		
Total Carried Summary						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	8.4 PSA 9.1	TIME-RELATED ITEMS				
1.15	8.4.1	Contractual requirements	Month	6		
1.16	8.4.2	Operations and maintenance of facilities on site	Month	6		
	8.4.2.1	Facilities for Engineer				
1.17	PSAB 1	(a) Nameboards (1no)	Month	6		
1.18		(b) Offices for Engineer (12m ²)	Month	6		
	8.3.2.2 PSA 2	Facilities for Contractor				
1.19		(a) Offices and storage sheds	Month	6		
1.20		(b) Workshops	Month	6		
1.21		(c) Living Accommodation	Month	6		
1.22		(d) Ablution and latrine facilities	Month	6		
1.23		(e) Tool and equipment	Month	6		
1.24		(f) Water supplies, electric power, and communications	Month	6		
1.25		(g) Dealing with water (see 5.5)	Month	6		
1.26		(h) Access (see 5.8)	Month	6		
1.27		(i) Plant	Month	6		
1.28	8.4.3	Supervision for duration of Construction	Month	6		
1.29	8.4.4	Company and head office overhead costs for the duration of the Construction	Month	6		
1.30	8.4.5	Other time-related obligations	Month	6		
Total Carried to Summary						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.31		Testing of material by a nominated laboratory on instruction of the Engineer	Prov Sum			50 000,00
1.32		Overhead costs on item above	%	50000		
1.33		Provision for costs of calls and faxes	Prov Sum			30 000,00
1.34		Overhead costs on item above	%	30000		
		(a) Provisional sum for the payment of the PSC	Prov. Sum	1		12 000
		(b) Handling costs and profit in respect of sub-item B12.05(a)	%			
1.35		Community Liaison Officer	Prov Sum			78 000
1.36		Overhead costs on item above	%	78000		
		Provisional Allowances for Training				
1.37		(i) Basic Life Skills Training for targeted labour	Prov Sum			15 000
1.38		(ii) Basic Construction Skills training	Prov Sum			15 000
1.39		(iii) Health & Safety Management	Prov Sum			15 000
1.40		(iv) Contractor Development	Prov Sum			15 000
1.41		(v) Extra Over for administration of payment of training allowances.	%	60000		
		Provision for health and safety consultant	Prov Sum			250 000
		Overhead costs on item above	%	250000		
		Provision for pre-construction OHS and application of works permit	Prov Sum			50 000
		Overhead costs on item above	%	50000		
1.44		Employment of Local Students	Prov Sum			27 000
		Overhead costs on item	%	27000		



	above				
	Provision for specialised sub-contractors	Prov Sum			480 000
	Overhead costs on item above	%	480000		
	Temporary Works				
	Accommodation of traffic	Prov Sum			55 000
	Overhead costs on item above	%	55000		
	a) Provision for relocation / protection of existing services	Prov Sum			150 000
	Overhead costs on item above	%	150000		
Total Carried to Summary					



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.45	8.7	Dayworks				
		Labour (including overhead charges and profit)				
1.46		(a) Labourer	hr	1		
1.47		(b) Gang leader/Foreman	hr	1		
1.48		(c) Tradesman/Artisan	hr	1		
		Materials				
1.49		Overheads, charges plus profit on materials	%			
		Plant (including overheads, charges, fuel and profit)				
1.50		(a) Backactor	hr	1		
1.51		(b) TLB excavator	hr	1		
1.53		(d) Tip truck 5m ³	hr	1		
1.54		(e) Flatbed truck, 7t	hr	1		
1.55		(f) Dewatering pump, including hoses and operator	hr	1		
1.56		(g) Bulldozer	hr	1		
1.57		(h) Concrete mixer, 250ℓ capacity	hr	1		
1.58		(i) Tractor + 2 wheel tailor	hr	1		
	PSA 5	Location and Protection of Existing Services				
1.64		(a) Excavation by hand in soft material to expose existing services	m ³	15		
1.65		(b) Temporary protection of existing services	Sum			
		CONSTRUCTION REGULATIONS - OHS ACT				
1.67	PSA 9.4	Compliance with OHS Act and Regulations (including the Construction Regulations 2003)	Sum			
Total Carried Forward To Summary						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2	SABS 1200 DB	SITE CLEARANCE				
2.1	8.2.1	Clear and grub	m ²	3000		
2.2		(ii) Sewer routes, not within bulk earthworks, 2.0m wide strip	m	1500		
2.3	8.2.4	Reclear surfaces (only on instruction from the Engineer)	m ²	500		
	PSC 3.2	Removal of unreinforced and reinforced concrete to existing reactors, chlorine contact Chamber, settling tanks, and chambers/manholes				
2.4		(a) Reinforced	m ³	15		
2.5		(b) Unreinforced	m ³	30		
	PSC3.3	Dismantle and remove pipelines and manholes, not encased in concrete				
2.6		(a) Excavate, backfilling and compacting in all materials	m ³	209		
		(b) Uplifting and disposing of pipes and fittings				
2.7		(i) 110 and 160 diameter Asbestos pipes	m	1500		
Total Carried Forward To Summary						



SCHEDULE A: ROAD CONSTRUCTION

SECTION 1800

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
11	SANS 1200C	SITE CLEARANCE				
11.1	8.2.1	Clear and grub road reserve	m ²	10500		
11,2	SABS 1200DM	EARTHWORKS (ROADS,SUB-GRADE) (a) Roadbed preparation and compaction of material to 90% MOD AASHTO to a depth of 150mm (b) In place treatment of roadbed in hard material	m ³	1350		
11,3		(1) Ripping	m ³	88		
11,4	8.3.7	Cut to spoil, including free-haul up to 1.0km, material obtained from:.				
11,7		(a) soft excavation	m ³	4725		
11,8		(b) Hard excavation	m ³	200		
11,9	SANS 1200 GA	CONCRETE (SMALL WORKS) (a) 15 MPa mass concrete	m ³	2		
11,1		(b) 20 MPa concrete edge beam	m ³	6		
Total Carried Forward						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
11,13	SANS 1200 MF	BASE				
	8.3.3	Construct Base with material from commercial sources				
		(a) Stabilised Base course using a 150mm G6 gravel layer compacted to 97% MOD AASHTO Density in Roadway	m ³	1575		
11,14	8.3.5	Process Base material by:				
		(d) Stabilization	m ³	1575		
11,16	8.3.8	Stabilizing agent				
		(b) Portland Cement	t	73		
Total Carried to Summary						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
11,23	SANS 1200 MJ 8.2.2	SEGMENTED PAVING PAVING BRICKS (a) 60mm thick, interlocking concrete pavers, Class 2 herringbone bond, 20 mm thick on river sand bedding Cutting units to fit Edge Restraints	m ²	10500		
11,24	8.2.3	(a) Straight Cut	m	1000		
11,25		(b) Raking Cut	m	165		
11,26		(c) Circular Cut	m	68		
11,27	SABS 1200 MK 8.2.2/PSMK 2.1	KERBING AND CHANNELLING The following items below to be constructed complete as per details on drawing (a) Figure 8b barrier kerb and channel with hauch support	m	300		
Total Carried Summary						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
13		SEWERS				
	8.3.2	EARTHWORKS (PIPE TRENCHES)				
		(a) Excavate in soft materials for trenches, backfill, compact and dispose of surplus/unsuitable material for pipes:				
		(a) 250mm diameter pipes				
13,1		Exceeding 0m but not 1.0m	m	200		
13,2		Exceeding 1.0m, but not 2.0m	m	500		
13,3		Exceeding 2.0m but not 3.0m	m	600		
13,4		Exceeding 3.0m but not 4.0m	m	200		
13,5		Exceeding 4.0m but not 5.0m	m	50		
13,6	8.3.2	Extra over for excavations in hard rock	m ³	45		
13,7	8.3.2	(c) Excavate and dispose of unsuitable material in trench bottom (Provisional)	m ³	15		
13,8	8.3.3.1	Make up deficiency in backfill, material obtained from site	m ³	15		
13,9	8.3.3.3	Compaction in road reserves	m ³	15		
	SABS 1200LB	BEDDING (PIPES)				
	8.2.1	Provision of flexible bedding material from trench excavations				
13,1		(a) Selected granular material	m ³	450		
13,11		(b) Selected fill material	m ³	750		
	8.2.2.3	Imported from commercial sources				
13,12		(a) Selected granular material	m ³	1500		
13,13		Crushed stone bedding, from commercial sources, 19mm single size stone (Provisional)	m ³	14		



Total Carried Forward						
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ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
	SABS 1200 LD	SEWERS				
		PIPEWORK				
13,14	8.2.1	Supply, lay, joint, bed 250mm diameter (Class 34) heavy duty uPVC sewer pipe on flexible pipe bedding	m	1600		
	8.2.3	MANHOLES ETC.				
		Excavate, supply and install 1250mm diameter precast manholes with light duty cover and frame, complete as per drawings				
13,16		(i) 0m to 1.0m invert	No	1		
13,17		(ii) 1.0m to 2.0m invert	No	7		
13,18		(iii) 2.0m to 3.0m invert	No	10		
13,19		(iv) 3.0m to 4.0m invert	No	5		
13,20		(v) 4.0m to 5.0m invert	No	1		
13,21	8.2.4	Extra over 8.2.3 above for type 2a cover and frame in surfaced area of roads	No	6		
13,22	8.2.4	Extra over 8.2.3 above for construction of backdrop manholes - Type A	No	3		
13,23	8.2.4	Extra over 8.2.3 above for construction of ramp manholes - Type A	No	1		
13,24	8.2.5	Inspection chambers 1.2m diameter, complete with cover and frame for depth not exceeding 1.5m	No	2		
13,25	8.2.7	Encasing of pipes , 250mm diameter (20/26), as per DWG LD 6, SABS 1200LD	m³	1		
13,26	8.2.8	Pipe anchors (20/26) as per DWG LD1, SABS 1200LD	No	12		



	8.2.11	Break into and connect into existing live manholes.				
13,27		(a) Reinforced concrete manholes	No	2		
13.28		(b) Precast manholes	No	2		
13.29		(c) Brick manholes	No	2		
13.30		(d) Construct new manhole in live sewer	No	2		Rate only
13.31	8.2.12	Raising or lowering manholes	No	2		Rate only
Total Carried Summary						



SUMMARY OF SECTIONS			
	SECTION	DESCRIPTION	AMOUNT R
	1	PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATION	
	2	PRELIMINARY AND GENERAL - TIME RELATED OBLIGATION	
	3	PRELIMINARY AND GENERAL - PROVISIONAL SUM	
	4	PRELIMINARY AND GENERAL - DAYWORKS	
	5	SITE CLEARANCE - SEWER	
	6	SITE CLEARANCE - ROADS	
	7	LAYERWORKS - BASE	
	8	SEGMENTED PAVING	
	9	SEWERS	
	Total Carried Forward To Calculation of Tender Sum		



NALEDI LOCAL MUNICIPALITY

CONSTRUCTION OF AURIEM AND CRUTZE STREETS IN HUHUDI

CALCULATION OF TENDER SUM

ITEM	AMOUNT
TENDER (CONTRACT) SUM	
CONTINGENCIES (10%)	
SUB-TOTAL	
ADD 15% VAT	
TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE	

Signed on behalf
of Tenderer:

Date:



PART C3: SCOPE OF WORK

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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.

C3.1.1. SCOPE OF THE WORKS

Naledi Local Municipality intends to construct proposed roads in Huhudi. This contract covers all work in connection with the construction of civil services and road construction work.

C3.1.2. DESCRIPTION OF THE WORK

The project consists of 1.300km access roads and stormwater infrastructure in Huhudi, North West Province, it is assumed that less than an average of 15 heavy vehicles that include busses, private heavy vehicles and Municipal services heavy vehicles will use these roads per day. The roads will be surfaced with type 60mm interlocking block paving on both Crutze and Auriem. The paving blocks will be placed in a herringbone pattern, mountable kerbs will be used as edge restraints with Fig. 8C kerbs to channel stormwater in certain areas. Minor stormwater structures and major stormwater structures will be provided where channeling of stormwater in the roads is not practical and cannot be accommodated.

The main components of the scope are summarized in the table below:

Street Name	Road Length	Road Width
Auriem Street	0.440 km	6 m
Crutze Street	0.860 km	6 m
TOTAL	1300 m	

The major items of the works included in this contract are:

Auriem Street (0.440km)

- Clearing and grubbing of the road reserve
- Construction of layer works (0.440 km) – roadbed (rip and re-compact, sub-base)
- Construction of base layer (0.440 km)
- Surfacing with 60mm interlocking block paved (0.440km)
- Installation of figure 8c kerbs,
- Construction of Concrete drains and edge beams
- Road marking (0.440km)
- Installation of road signs
- Construction of speed humps

Crutze Street (0.860km)

- Clearing and grubbing of the road reserve
- Construction of layer works (0.860 km) – roadbed (rip and re-compact, sub-base)
- Construction of base layer (0.860 km)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- Surfacing with 60mm interlocking block paved (0.860km)
- Installation of figure 8c kerbs,
- Construction of Concrete drains and edge beams
- Road marking (0.860km)
- Installation of road signs
- Construction of speed humps

The description of the projects as described in this section is merely an outline of the contract works and shall not be regarded as limiting to the amount of work to be done by the Contractor under this contract. Dealing with existing services including water pipes, electrical and Telkom cables and existing sewer lines form part of the works.

C3.1.2 Storm water Construction

- a) Construction of concrete drains and edge beams.
- b) Construction of stone pitching channels or concrete storm water energy breakers.
- c) Construction of stormwater pipe.

C3.1.3.1. WORKMANSHIP AND COMPLIANCE WITH REGULATIONS, STANDARDS AND CODES

The Civil Works Contractor shall adhere to all the relevant regulations, standards and codes specified in the tender document.

Any items not specified, but reasonably assumed to be necessary, for the completion of the works to recognized standards of workmanship and practice, shall be deemed to be included in the contract.

The workmanship throughout the Works shall be to the satisfaction of the Employer and relevant codes of practice. Any materials or workmanship considered to be faulty or incorrectly or inadequately erected or repaired shall be substituted, altered or rectified to the satisfaction of the Employer without additional costs to the Employer.

C3.1.3.2. DEFINITIONS

Supply	:	To purchase, procure and deliver complete with all related specified accessories
Erect	:	To place or mount and fix in position
Install	:	To erect, connect up and commission, complete with related accessories
Indicated, shown, noted	:	As indicated or shown on drawings
Approved alternative	:	Approved in writing by the Project Engineer
Similar, equal	:	Equal or better in efficiency of performance and compatibility

C3.1.3.3. CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS

Should there be conflict between the Project Specifications, Standard Technical Specifications, Schedule of Quantities and Drawings, the sections shall be considered in the following order of priority:

1. Project Specifications
2. Schedule of Quantities
3. Drawings

Should the Electrical Contractor note an inconsistency between the Project Specifications, Standard Technical Specifications, Schedule of Quantities and Drawings, he shall notify the Consulting Electrical Engineer immediately and obtain clarification or instructions prior to ordering or installing equipment.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C3.1.3.4. SITE INSTRUCTION & SITE VISIT BOOK

The Contractor must make provision for a site instruction (triplicate pages) & site visit book, which shall be kept in the site office at all times. All instructions and variations shall be written in this site instruction book by the Engineer & Client while attending the site. The onus will be on the Contractor to confirm such instructions and variations in writing and save keeping of site instruction book. The site instruction book will be submitted to the Engineer after Practical Completion.

C3.1.3.5. PROGRAMME

This tender must be accompanied by a detailed programme based on prior experience and accounting for site conditions. The Contractor must base his programme on a site handover date. The programme must also make provision for delivery dates of material as quoted by their suppliers. The Contractor must take note of the fact that the contractor will be responsible for late delivery of material. The Engineer and the Employer reserves the right to alter the programme to meet the priorities of the client. These amendments will be such, that the Contractor will still be able to complete the works within the tendered construction time.

The Contractor must submit a progress report at each monthly, scheduled site meeting based on this original programme. The actual and scheduled progress must be clearly indicated in the report. The Contractor must also indicate his labour force and equipment on site in this report

C3.1.3.6. MEASUREMENTS

The Civil Works Contractor shall not scale drawings or make any assumptions regarding measurements/ dimensions. If in doubt, the Civil Works Contractor is to obtain clarification from the Consulting Civil Engineer. Before ordering of the construction material, the quantities and lengths must be measured and verified on site and must be confirmed to the Civil Engineer. The accuracy or inaccuracy of the Bill of Quantities will not influence the validity of the tender. The quantities in the Bill are measured from a drawing and serve only as an indication to obtain a unit rate. At the end of the Contract period a final re-measurement, based on actual quantities, will be done and no payment for excessive material will be made.

C3.1.3.7. OPERATING INSTRUCTIONS, MAINTENANCE MANUALS AND RECORD DRAWINGS

The Civil Works Contractor shall supply, after approval by the Civil Engineer, three (3) bound sets of operating instructions, maintenance manuals and record drawings for the complete Civil engineering services installation.

The provision of operation instructions, maintenance manuals and record drawings shall be inclusive of the demonstration of the specific portions of the Civil engineering services installations by the Civil Works Contractor to and the training of the Employer's representatives and staff members.

The Contract will not be accepted as complete until these have been supplied, and approved by the Civil Engineer.

C3.1.3.8. CONSTRUCTION DRAWINGS

Drawings shall be submitted in triplicate as soon as possible after the signing of the Contract Agreement, but in sufficient time to allow the Civil Engineers to examine and approve before Construction is started, or material delivered to site.

Should the Civil Engineers require that any drawing be amended, the Civil Works Contractor shall make the necessary alterations and re-submit the drawing within two weeks.

The Civil Works Contractor shall provide the Civil Engineers with complete layout, installation and shop drawings, together with any necessary descriptions and specifications. Sufficient details shall be given to permit a full appraisal of all parts of the installation and their relation to the building structure.

Drawings shall give full details of all foundations, ducts, chases, pits and openings and shall set out all lines and levels for the work.

Delays caused by the submission of drawings or by an error, omission or inadequacy in these drawings, shall not be considered a reason for an extension of the Contract period.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C3.1.3.9. SITE ESTABLISHMENT

It shall be expected from the Civil Works Contractor to erect a site office with surrounding fence at a suitable place which will be pointed out by the Engineer/Client. The surrounding fence to be 1.8 m high, with Y shape frame on top of equipment with barbed wire. Gates which can be locked must all form part of the surrounding fence. This site yard must therefore provide adequate security to all material stored. The site office must be equipped with furniture for meeting purposes and the Contractor must make arrangements to have full time security, keeping close watch over all material stored in this yard. The Contractor must also provide for all the necessary sanitary toilets, water, rain gauge, etc.

The Contractor must also erect a name board, as per the drawing, at a suitable place to be pointed out by the Client/Engineer. The name board form part of this specification.

C3.1.3.10. SITE CONDITIONS

The onus will be on the Contractor to acquaint himself with the site conditions before tender closing date.

C3.1.3.11. TIME FOR COMPLETION

The Contractor must allow sufficient time on his contract working period for delays due to in climate weather according to the average rainfall for **Naledi Local Municipality** area. It shall be expected from the Contractor to keep record of all rainfall on site with an approved rain meter and to record all the results in the site diary. Extensions of time will only be granted if evidence can be provided that the delays was caused by abnormal weather conditions or reasons beyond the control of the Contractor and shall be submitted, in writing prior to appropriate following scheduled site meeting.

The penalty for late completion of the works is indicated in the tender Contract Data

C3.1.3.12. SAFEGUARDING AND ACCOMMODATION OF TRAFFIC

The Electrical Contractor shall, in cooperation with, and in accordance with any instruction from the relevant traffic authorities take precautions for the protection of the Works and the safety of the public and private vehicles and pedestrians. Temporary traffic signs shall be erected at diversions.

C3.1.4. ENVIRONMENTAL MANAGEMENT PLAN

The Civil Works Contractor shall comply with the Construction Environmental Management Plan, relating to his activities during the implementation of the Works, if specified by the Employer

C3.1.5. QUALIFIED PERSONNEL

The Contractor must submit proof of the qualifications and experience of his site agent regarding the construction and erection of civil construction works.

The Contractor must also submit a certificate issued by the Inspector of Occupational Health and Safety, indicating that he is fully competent in doing civil construction work and will therefore be fully responsible for the construction of the works. No work will be allowed before submission of these documents.

The Contractor will also provide the Engineer with the names of the supervisory personnel on site before commencement of the contract works. If the Contractor, during any stage of the contract for whatever reason, desire to change the supervisory personnel on site, he will do so in writing to the Engineer. Failure to do this will result in the Engineer stopping the contract works until such time that the necessary documentation is provided. Any such delays will not be considered by the Engineer for late completion of the contract.

C3.1.6. FINAL INSPECTION

After completion of each section or Assessment Stage of the project, the Contractor must do a thorough inspection on all the work done, to satisfy himself that the work complies with the specifications, and then apply in writing to the Engineer for a final inspection. The Contractor will be liable for a penalty of R5000.00 for every re-inspection. The application for the final inspection must be accompanied by the as-built drawings of the particular Assessment Stage. The practical/works completion stage will not be approved before submission of the as-built drawings and all documentation expected by the Engineer/Client.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



C3.1.7. ACCEPTANCE, TESTING AND COMMISSIONING

The Civil Works Contractor shall carry out all tests required in terms of the relevant Acts, SABS Codes of Practice, Local Authority requirements, and as detailed in the Specifications. The Civil Works Contractor shall provide all the equipment and apparatus required for the purpose of carrying out all necessary tests.

If any part of the Works fails the test, the Civil Works Contractor shall be responsible for rectifying, at his own cost, the defective Works and the re-testing thereof to ensure compliance. If in consequence, the Civil Engineers are obliged to attend the further acceptance tests the additional costs incurred by the Engineers shall be payable by the Civil Works Contractor.

The Works shall be deemed to be practically complete only when the Civil Engineer has approved all tests and inspections, and a Completion Advice Notice or other relevant completion notice is issued.

C3.1.8. EXISTING SERVICES AND EXCAVATION

Special care must be taken, not to damage any other services, as the Contractor will be responsible for reparations at own expense.

The Civil Works Contractor shall accept full responsibility for any damages caused by excavation work, whether caused directly or indirectly and whether written permission has been granted for machine excavation or blasting, or not.

The Contractor shall report any damaging of existing services immediately to the Engineer as well as the owner of the service, irrespective of whether the damage is considered a minor damage or not. Apart from reporting damage, an entrance shall be made in the site diary, indicating the time of occurrence, extent of damage, time reported and names of the persons reported to Engineers as well as Owners of the service.

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 SABS 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 minimum of 30% of the contract value must therefore be subcontracted to a locally based SMME'(s), where successful bidder is not based within the Naledi Local Municipality. Proof indicating the work to be subcontracted and the value thereof to be presented to the municipality with the acceptance letter.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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 develops 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 Naledi 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 Engineer.

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 so as to keep the materials perfectly dry and fully aerated and shall be subject to the approval of the Employer, who shall have free access at all times 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.



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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 Engineer 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.

C3.2.5 SITE ESTABLISHMENT

C3.2.5.1 Services and facilities provided by the Employer

C3.2.5.1.1 Water supply

Water is not available on the Site for use by the Contractor. The Contractor will be charged at normal Municipal rates and should make his own arrangements for connection and related fees. The Contractor will be held accountable for any misuse or unnecessary spillage of the water.

The Contractor shall install at his own cost a bulk water meter to measure his own water consumption.

Records should be kept of the consumption and made available to the Engineer on request.

The flow of water might not be sufficient for the Contractor's needs at all times. The Employer does not guarantee the continuous and sufficient supply of water and no claims by the Contractor with regard to a shortage of water will be considered.

C3.2.5.1.2 Power supply

There is no electrical supply on the Site.

The Contractor shall make all arrangements and pay all installation and consumption charges for the supply of power required.

The Contractor shall negotiate directly with Eskom to arrange a power supply as he requires.

Any distribution network that the Contractor may require shall be carried out

C3.2.5.1.3 Camps and depot

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.



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C3.2.5.1.4 Disposal sites

The Contractor shall locate suitable sites, off site, for the disposal of cleared vegetation, rubble, unsuitable material or surplus material.

The Contractor shall inform the Engineer of any site he proposes to use.

C3.2.5.2 Facilities provided by the contractor

C3.2.5.2.1 Facilities for the Engineer

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and SDAB:

- a) one nameboard,
- b) survey equipment,
- c) laptop computer (see specifications as part of B14.03),
- d) one survey assistant,
- e) medical facilities,
- f) a site instruction book,
- g) protective clothing, and
- h) safety equipment.

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the Site.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

C3.2.5.3 Other facilities required

The Contractor shall make medical facilities and safety equipment available, in accordance with SDA4-1.

C3.2.5.4 Contractor's storage facilities

In terms of Sub clause 4.2 of SANS 1200 A, the Contractor shall provide sufficient suitable storage facilities on site.

Perishable materials shall be protected against moisture, direct sunlight and contact with harmful chemicals, as applicable.

The Contractor shall take steps to prevent damage to or the theft of any materials on site. No extension of time will be considered in respect or delays due to such damage or theft occurring.

C3.2.5.5 Notice boards

One notice board will be required for this project.

The board shall be placed at positions as confirmed by the Engineer and shall be removed by the Contractor on completion of the retention period of the contract.

The layout of the board will be as specified on the drawings.

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 in order to do construction work within the area of the existing services.

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



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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 Engineer should be notified as soon as possible and before any construction with regard to 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 CONSTRUCTION METHODS

C3.2.10.1 General

Except as allowed for in C3.4.10.2, 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 in-service training which will be of use on similar projects in the future. See C3.4.11.
- 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 and the use and control of plant as set out in C3.4.10.2.

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 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 engineering industry for the relevant magisterial district, as published in Annexure A of the Statistical Release (P0142.2) of the Central Statistical Service.



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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 Labour intensive aspects of the Works

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.
- 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) Earthworks for roads: Conventional Road building plant may be used.
- i) 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 Engineer a schedule listing all the local labour employed on the project and giving the wages earned. (See C3.4.14).

C3.2.10.4 Measurement and payment

The labour-intensive tasks and production rates shall be determined by the Contractor in accordance with C3.4.10.1 and C3.4.10.2.

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 pipelaying, 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.



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C3.2.11.3 Method of payment

SDA8-13 shall apply.

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 Engineer, 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 Engineer 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 Engineer, 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 greater Taung 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 Engineer, 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 Engineer.

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.

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.



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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 Engineer. 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 an environmentally sensitive area. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

C3.2.18 CORROSION PROTECTION FACILITITES

No corrosion protection systems other than the "Denso" protection and repairs to systems and decorative finishes shall be applied on Site. The corrosion protection shall be applied in an off-site, properly operated paint shop. A certificate shall be issued by the supplier, confirming that the interior and exterior coatings of the pipework items are pinhole-free and up to the required standard indicated on the Drawings.

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 as a result 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 Engineer. 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 Engineer. 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 Engineer, 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 Engineer.

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 Engineer.

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.



Contractor



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Witness 2



Employer



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C3.2.20 FENCES

Where, in the opinion of the Engineer, 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 Engineer. 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 Engineer.

The Contractor is strongly advised to make sketches and, where applicable, take photographs of existing fences before they are removed so as 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 provided by the Engineer, 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's Representative in writing.

The Contractor shall, subject to the provisions of C3.4.15, expose all services by hand in advance of his trenching operation in order 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. (See also SDA5-4).

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 Engineer 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.



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Employer



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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 Part C3.6.1. All data and variations to these specifications are given in Part C3.6.2, 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

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 Engineer and/or others,
- e) the anticipated handing over of sections of the site in phases where civil services are completed for the construction of houses by a separate contractor,
- f) predicted cash flow programme.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer 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.

C3.5.1.5 Sequence of the works



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C3.5.1.5.1 Required sequence of construction and interim dates

The Contractor shall arrange his programme in such a manner that the work is completed from one side. He shall therefore complete his box cut excavations, road bed compaction, importing of layerworks and compacting in one area before commencing with box cut excavations in an adjacent area. The Contractor will also be allowed to phase the work including Storm water channeling.

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 Engineer, such revised programme will not make up the lost time, the Engineer 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 general neatness and tidiness of the residential area, are of particular concern. The Contractor shall, therefore, on a day-to-day basis, keep the area of the Works in a condition acceptable to the Engineer.

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:

- 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.
- 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:
- A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, 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.
- Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
- 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.
- 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 Environment

C3.5.1.8.1 Protection of the environment

C3.5.1.8.1.1 Environment management plan

The Contractor shall comply with the provisions of the Environmental Specification.



Contractor



Witness 1



Witness 2



Employer



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Witness 2



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 Engineer;
- 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.

C3.5.1.8.1.4 Indigenous forest

Oak, palm, yellowwood, stinkwood, blackwood, wild olive, trees, and other trees that have a high commercial value in the timber trade, are defined as "valuable indigenous trees" for the purposes of this Contract, and shall not be damaged in any way. Other than as specifically directed by the Engineer, felling of valuable indigenous trees is strictly forbidden.

C3.5.1.9 Accommodation of traffic on public roads occupied by the contractor

The access road to Huhudi will still be used by the public. The Contractor will initiate such process as to make the road safe for public use.

C3.5.1.10 Other contractors on site

There will be no other contractors on Site.

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 engineer at every monthly site meeting.



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Witness 1



Witness 2



Employer



Witness 1



Witness 2



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 engineers 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 Engineer 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 Engineer will be confirmed once construction commences.

C3.6. LIST OF APPLICABLE SPECIFICATIONS

The following specifications shall apply to this contract:

- a) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies from the South African Institution of Civil Engineers at:

SAICE
Waterfall Park / Postnet Suite 81
Howick Gardens / Private Bag X65
Vorna Valley / Halfwayhouse
Becker Street / 1685
Midrand

Tel : (011) 805-5947
Fax : (011) 805-5971

Contact Person: Angeline Aylward

- b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

Although not bound in nor issued with this document, the following Standardized Specifications for Civil Engineering Construction, as amended in the Specification Data, form part of this document. (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's office



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Witness 1



Witness 2



Employer



Witness 1



Witness 2



The following Standard and Particular Specifications, as bound in this document, and as amended in the Specification Data, shall apply:

Specification EMA – Ver 2: Environmental management

No. of pages
11

C3.6.1 CONSTRUCTION

Although not bound in nor issued with this document, the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 Edition form part of this tender document and, subsequently, the contract document.

C3.6.2 VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

Slight amendments to the Standard Specifications as issued by the Committee of Land Transport Officials(COLTO) have been made where necessary and presented under Section C.3.6.3 below.

C3.6.3 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

AMEND AS FOLLOWS:

"ITEM	UNIT
B12.02	
(a) Allow a provisional sum for existing services to be relocated and/or protected as ordered by the engineer	provisional sum
(b) Handling costs and profit in respect of sub item B12.02 (a) above	percentage (%)

Measurement and payment shall be in accordance with the general conditions of contract."

"ITEM	UNIT
B12.04 Provision for a Community Liaison Officer	
a) Provisional sum for the payment of the Community Liaison Officer	Provisional Sum
b) Handling costs and profit in respect of sub-item B12.04(a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

"ITEM	UNIT
B12.05	
(a) Allow a provisional sum for the payment of the Project Community Representatives for attending Project Meeting	provisional sum
(b) Handling costs and profit in respect of sub item B12.05 (a) above	percentage (%)

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.05 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with the stipend for B12.05 (a)".

"ITEM	UNIT
B12.06	
(a) Mine Health and Safety obligations	Month
(b) Special information signs	Prime Cost Sum (PC Sum)
(d) Handling cost and profit in respect of sub-item B12.06 (a) and (b)	Percentage (%)

Payment of the rate per month for sub-item B12.06 (a) shall include full compensation for all the contractors' obligations relevant to the Mine Health and Safety Act.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



"ITEM	UNIT
B12.07 1. Submission of the Health and Safety file	Lump Sum

The unit of measurement for sub-sub-item B12.07 shall be the paid after the Health and Safety file has been approved. The tendered rate shall include full compensation for the preparation of the file and any fixed contract costs with the service provider."

B1207: NOTICES, SIGNS AND ADVERTISEMENTS

DELETE THE THIRD PARAGRAPH AND REPLACE WITH THE FOLLOWING:

"All signboards erected in accordance with the drawings or as approved advertisements for the contractor's establishment, shall be removed at the same time as the disestablishment of the contractor's camp.

"ITEM	UNIT
B12.12 Payment of Student Trainee	
a) Provisional sum for the payment of Student Trainee	Provisional Sum
b) Handling costs and profit in respect of sub-item B12.12 (a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.12 (a), which shall include full compensation for the handling costs of the contractor and the profit."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SANS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

All materials used in this Contract shall be the official SANS mark where applicable. All materials shall be new and of the best quality available unless otherwise specified.

PSA 2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following to the provisions of Clause 4.2.

- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.
- c) The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 4 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS (Clause 5.2)

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5 LOCATION AND PROTECTION OF EXISTING SERVICES (Clause 5.4)

Add the following provisions of Clause 5.4.1

PSA 5.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 6 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

PSA 7 TOLERANCES

PSA 7.1 General (New subclause 6.4)

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

Except if otherwise specified, all measurements for determining quantities for payment will be based on the "authorised" dimensions.

If the work is therefore constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, quantities will be based on the "authorised dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the "authorised" dimensions, and where the actual dimensions are less than the "authorised" dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

PSA 9 MEASUREMENT AND PAYMENT

PSA 9.1 Contractual Requirements (sub clause 8.3.1)

Add to sub-clause 8.3.1:

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

PSA 9.2 Contractual Requirements (sub clause 8.4.1)

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (iii) Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 9.3 Adjusted Payment for Time-Related Items

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for Time Related Items x $\frac{\text{Extension of Time authorised by variation order}}{\text{Tender contract period}}$

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 9.4 Compliance with OHS Act and Regulations (Including The Construction Regulations 2014)

unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance

PSA 9.5 Accommodation of Traffic (Clause 8.8.2)

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

Add the following after the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)"



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SANS 1200 A: PRELIMINARY AND GENERAL

PSA 3.1 Quality of Samples

All materials used shall be suitable for the purposes for which they are intended. Materials shall comply with the requirements of the South African Bureau of Standards, where such standards are available.

PSA 5 CONSTRUCTION

PSA 5.1 Setting out of the work and protection of beacons (Sub-clause 5.1)

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent. Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary. No claim for incorrect setting out will be considered. Clause PS 10.6 shall also apply.

PSA 5.1.1 Services (Sub-clause 5.2)

All excavations to expose existing known services shall be excavated by hand in all materials by the contractor. Any existing service in the road reserve or municipal servitude that is damaged as a result of negligence by the contractor will be repaired by the contractor to the satisfaction of the Employer's Agent at his own cost. Clause PS 10.1 shall also apply.

PSA 5.2 Watching Barricading, lighting and traffic crossings, (Clause 5.2)

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

PSA 5.3 Protection of Structures (Clause 5.3)

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed. Clause PS 10.2 shall also apply.

PSA 5.7 Safety

Add the following:

1. The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.
2. The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:
 - The Factories, Machinery and Building Work Act (Act 22 of 1941)
 - The Explosives Act (Act 26 of 1956)
 - The Mines and Works Act (Act 27 of 1956)
 - The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- The Code of Practice relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).
- The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Employer's Agent or the authorised Inspectors in terms of the above-mentioned Acts.
- All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.
- All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.
- The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.
- Where adequate safety precautions are not being observed, the Employer's Agent may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.
- The Contractor shall display on a prominent place the following emergency information:
 - Local Police: Telephone number
 - Local Ambulance: Telephone number
 - Local Fire Brigade: Telephone number
 - Nearest Doctor
 - Name
 - Telephone number (office hours)
 - Telephone number (after hours)
 - Consulting room street address
- The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained at the end of this Document.

PSA 6.2 Degree of accuracy (Sub-clause 6.2)

Degree of Accuracy shall apply to all components of the Works except where otherwise specified in the Schedule of Quantities and/or Drawings and provided that the minimum permissible deviation given for an element will prevail where more than one deviation can be interpreted in Clause 6.2.3(d).

PSA 7 Testing (Sub-clause 7)

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

The cost of the all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA 7.2 Laboratory (Sub-clause 5.2)

A Laboratory for the use of the Employer’s Agent Representative is not required on site. A commercial laboratory approved by the Employer’s Agent and appointed by the Contractor shall do all acceptance control tests required in terms of the Contract. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

PSA 7.4 Statistical analysis of control tests (Sub-Clause 7.4)

Statistical control methods will not be applied under this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSAB 1 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following.

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details municipalities standard name board. A sample is attached as Appendix 2

PSAB 2 SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer’s Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 3 SURVEY EQUIPMENT

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

- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer’s Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 4 MEASUREMENT AND PAYMENT

PSAB 4.1 Survey Assistant ((New Clause)

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer’s Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor’s facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor’s facilities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 C: SITE CLEARANCE

PSC 1 SCOPE (Clause 1.1)

Add the following:

“The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layerworks, (at tie-ins and road widening), and saw cutting of existing road surfacing.”

PSC 2 MATERIALS

Disposal of Material (Subclause 3.1)

Delete the first two sentences of this clause and replace with:

“Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing

The rates tendered shall allow for any fees to be paid at the tip site.”

PSC 3 MEASUREMENT AND PAYMENT

PSC 3.1 Clear And Grub (sub - clause 8.2.1)

The location of disposal or dumping sites shall be the Contractor's responsibility and no overhaul shall be payable to the Contractor for loading, temporary and dumping of material thus cleared under this scheduled item.

Unit of measurement for "clear and grub", for road works shall be the square metre, and clearing for sewer and storm-water routes shall be metre.

**PSC 3.2 Removal of Brickwork, Reinforced And Unreinforced Concrete
(New Clause) unit: m³**

Separate items are scheduled. Measurement shall be net in place before removal. The rates shall cover the cost of complete demolition, all necessary excavation and associated works and disposal as per PSC 3.1.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SANS 1200 DA: EARTHWORKS (SMALL WORKS)

PSDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)

Delete Sub-Clause 3.1.1 and 3.1.2 and replace with the following:

PSDA 1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSDA 1.2 (a) and (c).

PSDA 1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Soft Excavation

Any material, which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

(c) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metre in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

PSDA2 CONSTRUCTION

PSDA2.1 Conservation of Topsoil (5.2.1.2)

Add the following to Subclause 5.2.1.2:

“Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.”

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 CLASSES OF EXCAVATION (Clause 3.1)

The excavation of material, for the purposes of measurement and payment shall be classified as specified in PSDA 1.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

PSDM 1 DEFINITIONS AND ABBREVIATIONS (Clause 2.3)

Add the following:

“The Contractor's attention is drawn to the definitions of formation level as defined in SANS 1200 M.”

PSDM 2 CLASSIFICATION OF EXCAVATION (Clause 3.1)

Clause PSDA 1 will apply for this clause.

PSDM 3 SUBGRADE

The minimum CBR of the sub grade layers at 93% modified AASHTO maximum density shall be 15.

PSDM 4 CONSTRUCTION (Clause 5)

PSDM 4.1 Treatment of Road Bed (Sub Clause 5.2.2.3)

(a) Preparation and Compaction of Road Bed

Add the following:

“Where road bed preparation takes place in sand the in-situ sand layer is to be watered and compacted to 100% Modified. AASHTO density. The surface of the in-situ sand layer is to be firm and smooth in order to receive the subsequent S.S.G. or subbase layer, as the case may be. To this end the Engineer may order that unnecessary construction traffic remain off the finished in-situ sand layer until the subsequent layer has been completed.”

PSDM 5 USE OF MATERIALS (Sub Clause 5.2.2.3 & 8.3.4)

In addition to the requirements of Clause 5.2.2.3, the order of excavating cuts shall be arranged to minimise the double handling of material.

PSDM 6 TRIMMING, GRADING AND COMPACTING OF SIDEWALKS (New Clause)

After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the sidewalk shall be finished off to the lines and levels shown on the drawings or as directed.

Shortfall material shall be imported from the designated borrow pit and mixed with the existing, reshaped and compacted to levels as directed.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance, which may arise due to his operations on the sidewalk, whether from the natural ground surface or topsoil layer, until the Engineer accepts the verge.

PSDM 7 TRANSPORT

PSDM 7.1 Free haul (Clause 5.2.8.1)

Notwithstanding the provisions of Clause 5.2.8.1, all movements of cut and fill material shall be free haul.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSDM 8 MEASUREMENT AND PAYMENT (Clause 8)

PSDM 8.1 (a) Cut to Fill, Borrow to Fill

Add to Subclause 8.3.4(1) the following:

“Where fill material is borrowed from trench excavations the rate shall include the selection from the sides of trenches, transporting, if necessary, stockpiling, preparing, processing, shaping (including forming side channels and benching if applicable), watering, mixing, compacting to the densities specified and finishing the slopes of fills.”

The fill material from commercial sources required for formation levels and undercuts shall be a minimum G7 quality material

PSDM 8.3 Surface Finishes

Add to Subclause 8.3.13 the following subclause (c):

“The major earthworks required to bring the verge to the required level and the additional depth of excavation or reduction in fill height as ordered for the topsoil operation shall be measured and paid for under item 8.3.4.

PSDM 8.3 Construct Selected Layers using Imported Material Compacted to 95% Modified AASHTO (New Clause)

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SANS 1200 LB: BEDDING (PIPES)

PSLB 1 SCOPE (Clause 1.1)

This section includes bedding for pipelines.

PSLB 2 BEDDING MATERIALS (Clause 3.4.1)

PSLB 2.1 Source of material

It is anticipated that selected fill will have to be obtained from commercial sources.

PSLB 2.2 Selective excavation for bedding materials

Notwithstanding the requirements of Clause 3.7 of SANS 1200 DB and Clause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavation, selective method of excavation and plant shall be adopted by the Contractor as to enable him to avoid burring or contaminating material that is suitable and is required for bedding. The details contained in SANS 1200 LB shall be used for all relevant bedding details as applicable.

PSLB 3 CRUSHED STONE BEDDING (New clause)

Where the conditions on the trench bottom are so wet that the use of selected granular material is not practical, use will be made of 13.2 or 19mm single sized crushed stone material from commercial sources. The use of such stone will be entirely at the Engineer's discretion.

PSLB 4 FREEHAUL (Clause 8.1.6)

All material for bedding cradle and selected fill obtained from excavations on site shall be regarded as free haul. No overhaul will be payable for obtaining bedding material from within the site.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SANS 1200 LD: SEWERS

PSLD 1 SCOPE (Clause 1.1)

This section provides for the supply and installation of minimum 160mm diameter internal and bulk sewers with appurtenant manholes and connections.

PSLD 2 TYPES OF PIPES, PIPE JOINTS AND FITTINGS (Clause 3.1)

PSLD 2.1 The sewer pipes and couplings shall be of the following as detailed on the relevant drawings and included in the Schedule of Quantities:

- Minimum 160mm diameter heavy duty uPVC pipes with flexible coupling to SABS 791 and appurtenant plain junctions.

PSLD 3 STEP IRONS (Clause 3.5.7)

The provision of step irons is not required.

PSLD 4 MANHOLE COVERS AND FRAMES (Clause 3.5.8)

Manhole covers located in roadways or as directed by the Engineer must be supplied with Type (2A) – 153 kg heavy-duty Polymer Concrete manhole covers and frames cast integrally with the top slab. (National Manhole Covers Product No. 119105 or similar approved).

PSLD 5 CONNECTIONS TO MANHOLES (Clause 5.4)

Notwithstanding the provisions of clause 5.4, Drawing No. LD-2 (a) shall apply to uPVC pipes. In addition, the short pipe that is built into the manhole shall have clean coarse sand glued to the outside surface to facilitate a watertight bond.

PSLD 5.1 Finished Cover Levels (New Clause)

Unless otherwise ordered or dimensioned explicitly on the working drawings, the level of the top surface of the cover shall be

- flush with the final surface of a carriageway, footway or any paved areas
- 50 mm above the surface of a grassed or gravelled verge, or service lane
- 250 mm above the finished ground level for manholes situated at the midblock of private or municipal property.
- 500 mm above ground level in undeveloped open space.

PSLD 6 WATERTIGHTNESS OF MANHOLES (Clause 7.2.6)

All manholes will be subjected to a test for water tightness.

PSLD 7 TOLERANCES (Clause 6.0)

PSLD 7.1 The permissible deviation of the location in plan, of the centre line of the sewer and of the position of manholes and junctions, from the designated location shall be $\pm 50\text{mm}$.

PSLD 7.2 The permissible deviation from the designated level to the invert at each manhole shall be $\pm 5\text{mm}$ and the fall between successive manholes shall be at least 90% of that specified.

PSLD 8 TESTING (Clause 7.0)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSLD 8.1 Torch and Mirror Test (New Clause)

For the pipeline to be acceptable the visibility of the plug/reflector shall be at least 50% of its area.

PSLD 8.2 Acceptance Criteria (New Clause)

The acceptance of the pipe length or manhole shall depend upon whether it satisfies the criteria set out in SABS 1200 LD clauses 6 and 7.

Where pipes other than vitro clay pipes are laid, only tests carried out on the pipelines after completion of the backfilling to ground level (excluding surface restoration) and completion of the construction of manholes to roof height, including benching, will be considered for acceptance purposes.

In the case where vitro clay pipes are being laid, no pipelines are to be covered prior to inspection and approval by the Engineer. Once the pipeline has been laid and bedded in the compacted bedding cradle (to half pipe) between control points, the Engineer must be called out to inspect the installation. The Contractor is to provide the necessary equipment in order for the Engineer to adequately assess that the pipeline has been laid to the specified tolerances. Further, an air test, in accordance with the specifications, is to be conducted and witnessed by the Engineer prior to the placing of the Fill Blanket.

PSLD 8 CONNECTIONS TO EXISTING SEWERS AT MANHOLES (New clause)

The contractor shall under no circumstances connect the new reticulation into the existing without the prior written instruction of the Engineer. This instruction will only be given after acceptance, by the Engineer, of the sewer lines and manholes of the new reticulation upstream of the connection point.

The rate for this item shall allow for accommodation of flow in existing sewer mains and all other incidental labour and material required while making connections into and altering benching in existing manholes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 MF: BASE

PSMF 1 SCOPE (Clause 1.1)

This section covers the construction of a 150mm thick C4 sbalised G5 material

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6.4 STANDARD SPECIFICATIONS BOUND IN

The following Standard Specifications are bound into the document in this section:

Specification EMA – Ver 2 : Environmental management (basic)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SPECIFICATION EMA: ENVIRONMENTAL MANAGEMENT (BASIC)

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 engineering 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 or SANS 1200 AA, as applicable;
- c) Specification AO
- d) Construction Regulations, 2014, and e)
 - ¹Standards 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 Engineer, can have a deleterious effect on the environment.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Method Statement : A written submission by the Contractor to the Engineer in response to the Specification or a request by the Engineer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement, in such detail that the Engineer 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 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 Engineer.

Reasonable : Unless the context indicates otherwise, reasonable in the opinion of the Engineer 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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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 Engineer.

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 Engineer.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Engineer 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 Engineer immediately of any pollution incidents on Site. The Engineer's 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 Engineer.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

4.2.5 Fuel (petrol and diesel) and oil

Fuel may be stored on site in an area approved by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowsters. The tanks/ bowsters 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/ bowsters. Provision shall be made for refuelling 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 Engineer or the Specification Data shall be produced within such reasonable time as is required by this Specification, the Engineer 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 Engineer. 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 Engineer 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 Engineer 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 Engineer and shall be erected at a location specified by the Engineer.

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 Engineer. 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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 Engineer. 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 “readymix” 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 “readymix” 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 Engineer 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 Engineer 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 Engineer.

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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 Engineer 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 Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/rehabilitated to the satisfaction of the Engineer.

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 Engineer immediately of such a discovery and carry out the Engineers 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 Engineer authorizes resumption of the works in writing.

4.3.14 Stockpiling

The Engineer 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 Engineer. 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

be agreed upon in consultation with the Engineer.

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 Engineer 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 Engineer. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with this Specification. The Engineer 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 Engineer 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).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX A: APPLICABLE STANDARDS

Reference is made to the latest issues of the following standards: SANS

- 1200 A

SANS 1200 AA
- General

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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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 28	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	Aluminium 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)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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, steel, drink, intimidating, etc. during working hours
- e) Settlement of disputes.
- f) Obtain way leaves.
- g) Any other reasonable instruction required by the Contractor, Project Manager or Employer.

SECURITY OFFICER:

- a) Keep close watch over all material, site yard and equipment of Contractor.
- b) Protect material and equipment. Report all incidents to the Contractor.
- c) Work 8 hours shifts as follows:
 - Shift 1: 06:00 to 14:00
 - Shift 2: 14:00 to 22:00
 - Shift 3: 22:00 to 06:00
- d) Any other reasonable instructions required by the Contractor, Project Manager or Employer.

LOCAL LABOUR:

- a) Perform and execute tasks such as:
 - Digging holes
 - Digging trenches
 - Planting poles
 - Planting stays
- b) Installation and fitting of keypads and readyboards.
- c) Installation and connecting of Airdac cables.
- d) Installation and fitting of kicking pipes.
- e) Any other reasonable instructions required by the Contractor, Project Manager or Employer.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 15 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 tor 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 – R6 000.00 per month;
- PSC Members – R250.00 per sitting (only if not already receiving a stipend);
- Labourers - Compensation to be in line with Department of Labour rates; 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 Project Manager.

LABOUR FORCE

The following key people should be employed on site:

CONTRACTOR:

1x Contract Manager

1 x Site Agent

1x Foreman

1 x Safety Officer



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 Engineer (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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- 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
 - 2.28 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Baseline Risk Assessments

Health and Safety Specification Acknowledgement Receipt

1.0 SPECIFIC PROJECT INFORMATION

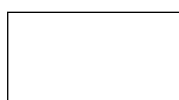
1.1 INTRODUCTION AND DEFINITIONS

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.

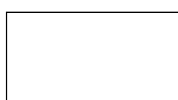
This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational 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.

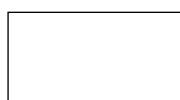
- The Scope of work and information required for tender process, and prior commencement of work, and bill of quantities as described elsewhere
- The Occupational Health and Safety (OSHA) (Act 83 of 1993), and all applicable regulations in terms of the OHSA
- Construction Regulations, 2014;
- National 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



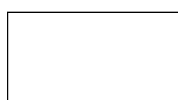
Contractor



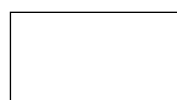
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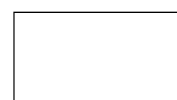
Witness 2



Employer



Witness 1



Witness 2

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- 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;

"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;

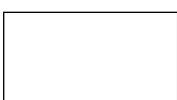
"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with-

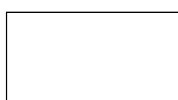
- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit" means a document issued in terms of regulation 3;

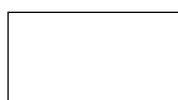
"contractor" means an employer who performs construction work;



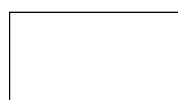
Contractor



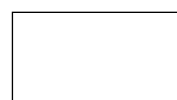
Witness 1



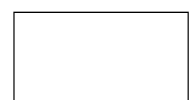
Witness 2



Employer



Witness 1



Witness 2

"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 engineer contributing to, or having overall responsibility for a design;
 - a building services engineer designing details for fixed plant;
 - a surveyor specifying articles or drawing up specifications;
 - a contractor carrying out design work as part of a design and building project;
- 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);



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

"mobile plant" means any machinery, appliance or other similar device that is able to 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 an employer appointed by the client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

(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 Client 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 Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract. 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 Client, Designer and Client 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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client 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.

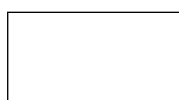
1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, 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.

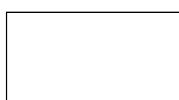
All references to "Client" will apply to their appointed "Client Agent", where so appointed, in this Health and Safety Specification.

The Client must:

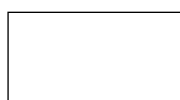
- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site-specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender 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)



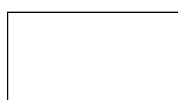
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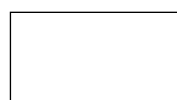
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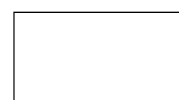
Witness 2



Employer



Witness 1



Witness 2

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- 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 Client has appointed a Client Agent 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

The project consists of 1.300km access roads and stormwater infrastructure in Huhudi, North West Province, it is assumed that less than an average of 15 heavy vehicles that include busses, private heavy vehicles and Municipal services heavy vehicles will use these roads per day. The roads will be surfaced with type 60mm interlocking block paving on both Crutze and Auriem. The paving blocks will be placed in a herringbone pattern, mountable kerbs will be used as edge restraints with Fig. 8Ckerbs to channel stormwater in certain areas. Minor stormwater structures and major stormwater structures will be provided where channeling of stormwater in the roads is not practical and cannot be accommodated.

The major items of the works included in this contract are:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Auriem Street (0.440km)

- Clearing and grubbing of the road reserve
- Construction of layer works (0.440 km) – roadbed (rip and re-compact, sub-base)
- Construction of base layer (0.440 km)
- Surfacing with 60mm interlocking block paved (0.440km)
- Installation of figure 8c kerbs,
- Construction of Concrete drains and edge beams
- Road marking (0.440km)
- Installation of road signs
- Construction of speed humps

Crutze Street (0.860km)

- Clearing and grubbing of the road reserve
- Construction of layer works (0.860 km) – roadbed (rip and re-compact, sub-base)
- Construction of base layer (0.860 km)
- Surfacing with 60mm interlocking block paved (0.860km)
- Installation of figure 8c kerbs,
- Construction of Concrete drains and edge beams
- Road marking (0.860km)
- Installation of road signs
- Construction of speed humps

The description of the projects as described in this section is merely an outline of the contract works and shall not be regarded as limiting to the amount of work to be done by the Contractor under this contract. Dealing with existing services including water pipes, electrical and Telkom cables and existing sewer lines form part of the works.

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 client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client'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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- 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, 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;



Contractor



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- 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.

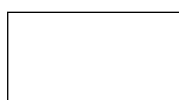
A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client'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 principal contractor 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.

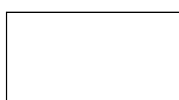
Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

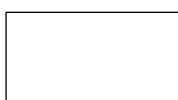
No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.



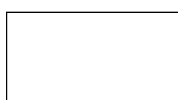
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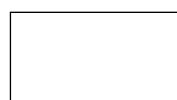
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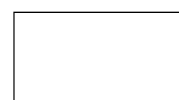
Witness 2



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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 at all times 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 client, the client's agent or the principal 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.

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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 2014 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 Client.

2.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client 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.



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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 client, client'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 SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a workactivity 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



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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 Client for records. Once the identified people have attended the training, the Contractor must provide the Client 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.



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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 Client, 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 Client 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 Client 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 Client. 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.

Contractor

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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

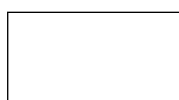
In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- 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.

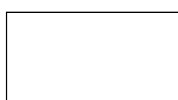
2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

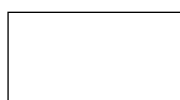
- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are 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.



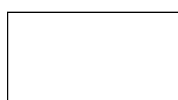
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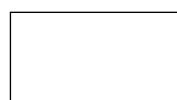
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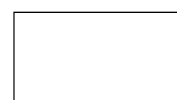
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2.26 Construction Vehicles and Mobile Plant

- 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.

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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

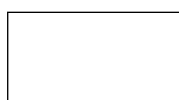
2.29 Water environments

Not applicable to this project.

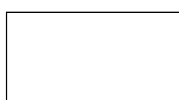
2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that:

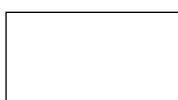
- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in 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;



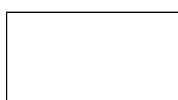
Contractor



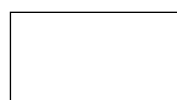
Witness 1



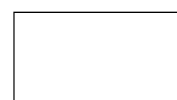
Witness 2



Employer



Witness 1



Witness 2

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- 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;
 - 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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 8 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 engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- 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).

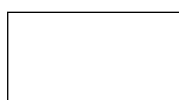
The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

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.

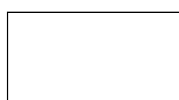
2.41 Noise Induced Hearing Loss

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:

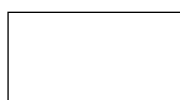
- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.



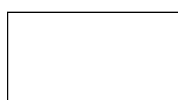
Contractor



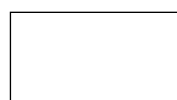
Witness 1



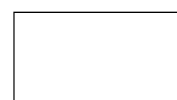
Witness 2



Employer



Witness 1



Witness 2

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- Control of noise by referring to:
 - Engineering 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 SABS 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;



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

-
- 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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 are 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

- a) at least one shower facility for every 15 workers;
- b) at least one sanitary facility for every 30 workers;
- c) changing facilities for each sex; and
- d) 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.

2.67 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.

2.68 Other Acts and Laws that may apply

The contractor's 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.**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.69 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.

SIGNATURE CONTRACTOR: _____ DATE _____

SIGNATURE WITNESS _____ PRINT NAME: _____

AGENT ACTING ON BEHALF OF THE CLIENT:

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 _____
(Client 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 _____, (Client) 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), its 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 _____ (Client), 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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PART C4: SITE INFORMATION

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.1 SITE INFORMATION & LOCALITY PLAN

SITE INFORMATION:

Site information is incorporated in C3 Scope of Work.

LOCALITY PLAN:



Huhudi is located approximately 2km South of Vryburg.

The coordinates of the proposed Roads in Huhudi are as follows:

- Latitude: 26°59'06.83"S
- Longitude: 24°44'44.22"E



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C4.2 DRAWINGS

The soft copies will be made available upon request.

The geotechnical report will be made available upon request. Please email admin@tsconsulting.co.za if required.