

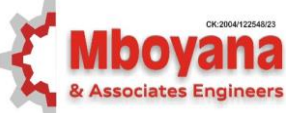


DR JS MOROKA LOCAL MUNICIPALITY

BID NUMBER: JSM-R03/21-22/W4
BID DOCUMENT

UPGRADING OF SIYABUSWA “A” (MAQHAWA) BUS AND TAXI ROUTE



PREPARED BY:	PREPARED FOR:
 MBOYANA AND ASSOCIATES ENGINEERS 384 MASODI VILLAGE MOKOPANE SUITE 58, PRIVATE BAG X 2464 MOKOPANE 0600 Mr. K MBOYANA Tel: (015) 004 2801 Fax: (015) 004 0461	THE ACTING MUNICIPAL MANAGER DR JS MOROKA MUNICIPALITY P/BAG X 4012 SIYABUSWA 0472 Mr B.M Mhlanga Tel: (013) 973 1390/1101 Fax: (013) 973 2463/0974

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

TEL NUMBER :

FAX NUMBER :

E-MAIL :

CELL NO. :

CIDB NO. :

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

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR . JSML

19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
20. Form of offer not completed and signed by the authorised signatory.
21. Not signing all pages on the space provided
22. Attach CV of Contracts Manager, Site Agent and Safety Officer
23. Certified Qualification of Contracts Manager (Minimum qualification in Civil / Water related projects), Site Agent and Safety Officer (Relevant Certificate)
24. Proof Of Foreign Qualification approved from SAQA (if applicable)
25. Proof of Employment, letter confirming employment (Contracts Manager, Site Agent and Safety Officer)
26. Proof of relevant experience (copies of appointment letters and respective completion certificates)
27. Proof of Purchase of the tender document must be attached; failure to do that will lead to disqualification (Not applicable when e-tender services used as per the Advert)
28. A letter from the accounting officer (in case of a close cooperation or cooperative) or accounting firm (in case of a Private company, stating that the business is going concern.
29. In case where the bidder fails to prove beyond reasonable doubt that the project will be completed with the amount stated on the form offer. The bidder in the latter case will be given an opportunity to present the facts for risk mitigation purposes.
30. The municipality also reserves the right not to appoint the lowest bidder and to appoint the bid in whole or in parts. The municipality also reserves the right to appoint the bid based on its risk assessment

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

NOTE:

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

BID NUMBER: JSM-R03/21-22/W4

CLOSING DATE: 24 AUGUST 2021

CLOSING TIME: 11H00AM

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

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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

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

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

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

FORM 7.1 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

.1 CELLPHONE NUMBER.....

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); ☐

A REGISTERED AUDITOR ☐

[TICK APPLICABLE BOX]

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

5

Witness:

.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr MK MBOYANA

Tel: 015 004 2801 **Cell:** 0797977265

Fax: 015 004 0461

E-mail address: mboyanaengineers@gmail.com

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. F Mashele

Tel: 013 973 1390/1101

Fax: 013 973 2463/0974

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

BID NO: **JSM-R03/21-22/W4**

FOR

UPGRADING OF SIYABUSWA “A” (MAQHAWA) BUS AND TAXI ROUTE

CONTENTS

	COLOUR	PAGE(S)
THE BID		
PART T1: BIDDING PROCEDURES	WHITE	8
BID DATA.....	PINK	
PART T2: RETURNABLE DOCUMENTS	YELLOW	23
THE CONTRACT		
PART C1: AGREEMENT AND CONTRACT DATA.....	YELLOW	76
PART C2: PRICING DATA.....	YELLOW	92
PART C3: SCOPE OF WORKS	BLUE	114
PART C4: SITE INFORMATION	GREEN	208
PART C5: ANNEXURES	WHITE	210

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

PART T1 BIDDING PROCEDURES

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

BID NO: **JSM-R03/21-22/W4**

FOR

UPGRADING OF SIYABUSWA “A” (MAQHAWE) BUS AND TAXI ROUTE

**PART T1 BIDDING PROCEDURES
THE BID**

PAGE(S)

T1.1	BID NOTICE AND INVITATION TO BID	9
T1.2	BID DATA	10

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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



DR JS MOROKA LOCAL MUNICIPALITY

INVITATION TO CONTRACTORS

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active **CIDB grading of a minimum 4CE/3CEPE** and are in good standing with the South African Revenue Services.

Tender documents will only be available from **11 AUGUST 2021 on Wednesday** and may be obtained from Dr JS Moroka Municipal Head Quarters at the cashier offices situated 2601/3 Bongimfundo Street, Siyabuswa during working hours 09h00 to 15h00 (Monday to Friday), upon payment of a non-refundable fee of **R1460.00 per document**. Only cash or bank guaranteed cheques will be accepted and cheques are to be made payable to Dr JS Moroka Municipality. No tender documents will be sold beyond these dates.

Due to the national COVID-19 pandemic, there will be no briefing for this tender.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked **"Bid number: JSM-R03/21-22/W4.**

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

All Technical enquiries are to be directed to Mr. Peter Mahlangu at (013) 973 9125/7/8 while document procurement related enquiries are to be directed to Ms BS Mokgetle at (013) 973 1101

In all cases Tenders shall reach the stipulated address not later than the 24 August (Tuesday) at 11h00am when tenders shall be opened and read in public.

Mr B.M. Mhlanga
Acting Municipal Manager

T1.2 BID DATA

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

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Acting Municipal Manager Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472
F.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise: THE BID Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity Part C3 Scope of Works C3 Scope of Works Part C4 Site Information C4 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The employer's agent is: Name: MBOYANA AND ASSOCIATES ENGINEERS Address: SUITE 58, PRIVATE BAG X2464 MOKOPANE 0600 Telephone: (015) 004 2801 Fax : (015) 004 0461 E-mail: mboyanaengineers@gmail.com

Clause number	Data
F.2.1 ELIGIBILITY	Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids. Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE/3CEPE class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer: - is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and - ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. Joint Ventures are eligible to submit bids provided that: - each member of the joint venture is registered with the CIDB and valid copy/ies of registration of each member is submitted with this bid; - the lead partner has a contractor grading designation in the 5CE/4CEPE class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE/3CEPE class of construction work, are eligible to submit bids.
F.2.7 CLARIFICATION MEETING	Due to the national COVID-19 pandemic, there will be no tender briefing.
F.2.12 ALTERNATIVE TENDER OFFERS	No alternative bid is to be accepted!
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.
F.2.13.3 SUBMITTING A TENDER OFFER	The whole original bid document, as issued by the DR. JSMLM, shall be submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the DR. JSMLM.
F.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Main Gate Physical address: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472 Contract number: JSM-R03/21-22/W4

Clause number	Data
F.2.15 CLOSING TIME	The closing time for submission of bid offers is: 24 August 2021 at 11h00am Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is 90 days
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: concrete tests, compaction strength and ball penetration and Access must be provided for the inspection of the tenderer's offices if required.
F.2.23 CERTIFICATES	The bidder is required to submit with his bid . 1. A copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and 2. An original Tax Clearance Certificate , issued by the South African Revenue Services 3. A copy of the valid Certificate of Competency for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)
F.3.4 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 80/20 point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .

Clause number	Data
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the document for which they intend to bid for 4 The bid document shall be submitted as a whole and shall not be taken apart . 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the DR. JSMLM to complete PART T2 on behalf of the bidder) NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

Annex F
(Normative)
Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting@) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer
F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

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

F.2.11 Alterations to documents
Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers
F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer
F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of¹⁷

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile, or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

- F.2.18 Provide other material.**
F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests, and analysis**
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20 Submit securities, bonds, policies, etc.**
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21 Check final draft**
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22 Return of other tender documents**
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data
- F.2.23 Certificates**
Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3 The employer's undertakings**
- F.3.1 Respond to clarification**
Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.2 Issue Addenda**
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
- F.3.3 Return late tender offers**
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
- F.3.4 Opening of tender submissions**
F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Nondisclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

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

Method 4 : Financial offer, quality and preferences	1. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2. Score tender evaluation points for financial offer. 3. Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4. Calculate total tender evaluation points. 5. Rank tender offers from the highest number of tender evaluation points to the lowest. 6. Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
--	---

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

F.3.11.2 Scoring Financial Offers

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

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

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

where:

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

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

PART T2 LIST OF RETURNABLE DOCUMENTS

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

BID NO: **JSM-R03/21-22/W4**

FOR

UPGRADING OF SIYABUSWA “A” (MAQHABE) BUS AND TAXI ROUTE

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

The bidder must complete the following returnable documents.

T2.1	RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES	24
T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES	38
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	64

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

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

Witness:

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

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

PAGE(S)

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

FORM 2.1.2	SIZE OF ENTERPRISE AND CURRENT WORKLOAD.....	25
FORM 2.1.3	STAFFING PROFILE	27
FORM 2.1.4	PROPOSED KEY PERSONNEL	28
FORM 2.1.5	SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER	29
FORM 2.1.6	FINANCIAL ABILITY TO EXECUTE THE PROJECT.....	30
FORM 2.1.7	AUTHORITY FOR SIGNATORY	31
FORM 2.1.8	SCHEDULE OF PROPOSED SUB CONTRACTORS.....	33
FORM 2.1.9	FINANCIAL REFERENCES (not required if CIDB grading applies).....	34
FORM 2.1.10	DETAILS OF ALTERNATIVE BIDS SUBMITTED.....	36
FORM 2.1.11	AMENDMENTS & QUALIFICATIONS BY BIDDER.....	36
FORM 2.1.12	LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK.....	37

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

2.

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

What was your turnover in the previous financial year? R_____

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

Physical facilities:

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

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.1.3 STAFFING PROFILE

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

[illegible]

Bidder:

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

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.1.4
PROPOSED KEY PERSONNEL

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

--	--	--	--	--

FORM 2.1.6 FINANCIAL ABILITY TO EXECUTE THE PROJECT

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

AMOUNT

Which of the following institutions will provide surety?

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

- Cash:

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

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d

32

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → →				

Notes:

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

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

FORM 2.1.7 AUTHORITY FOR SIGNATORY

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

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

"By resolution of the board of directors passed on, Mr/Ms(Full names and surname)..... has been duly authorised to sign all documents in connection with the Bid for Contract number **JSM-R03/21-22/W4** and any Contract, which may arise there from on behalf of the Bidding Entity, namely, *Company Name* (PTY) LTD"

SIGNED ON BEHALF OF THE BIDDING ENTITY: Name Surname

IN HIS CAPACITY AS: DIRECTOR / PARTNER / MEMBER

DATE:

AUTHORISED PERSON'S SIGNATURE: Name Surname

AS WITNESS: 1. Name Surname

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

An example for “JOINT VENTURES” is shown below:

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

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

An example for “SOLE PROPRIETOR” is shown below:

"I hereby certify that I'm the sole proprietor of the Bidding Entity, namely, "Company Name" and therefore duly authorised to sign the bidding documents".

SIGNATURE OF SOLE PROPRIETOR: _____ Name Surname _____

IN HIS CAPACITY AS: SOLE PROPRIETOR

DATE: September 2013

AUTHORISED PERSON'S SIGNATURE: _____ Name Surname _____

AS WITNESS: 1. Name Surname

Bidder:

Initial: Authorised signatory/ies: 1.

DR. JSMLM:

Initial: DR. JSMLM.....

2.

Witness:

SCHEDULE OF PROPOSED SUBCONTRACTORS

Type of work to be used for	a % of contract	Name of sub-contractor	b % HDI owner-ship	c = a x b Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership:		

FINANCIAL STATEMENTS

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

DETAILS OF BIDDING ENTITY'S BANK

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

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

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

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

2.

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

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

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

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

See condition of bid.

DESCRIPTION

See condition of bid

PAGE	DESCRIPTION

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

Compliance with Employment Equity Act 55 of 1998

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

Definitions in terms of the last-mentioned Act.

"Designated employer" means-

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

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

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

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

2.

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

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

BID NO: JSM-R03/21-22/W4

FOR

UPGRADING OF SIYABUSWA “A” (MAQHAWE) BUS AND TAXI ROUTE

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

	PAGE(S)
FORM 2.2.1 CERTIFICATE OF BIDDER'S ATTENDANCE AT THE SITE/ CLARIFICATION MEETING.....	39
FORM 2.2.2 TAX CLEARANCE CERTIFICATE.....	41
FORM 2.2.3 PROOF OF REGISTRATION WITH CIDB	42
SBD 4 Declaration of Interest.....	43
SBD 6.1 Preference points claim.....	47
SBD 7.1 Purchase of Goods.....	54
SBD 8 Bidders Past Supply Management Declaration.....	56
SBD 9 Certificate of Bid Determination.....	58
FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	62

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

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

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

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

2. Attendance Register

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

3. Confirmation Notes of Inspection/Briefing Sessions

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

4. Bid Documents

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

This is to certify that I, **(NAME IN PRINT)**,
representative of (Bidder)
.....
of (address)
.....
.....
Telephone number
Fax number
visited and inspected the Site / Attended Clarification Meeting on (date)
in the company of (Engineer/Engineer's Representative)

SIGNATURE OF BIDDER'S REPRESENTATIVE:

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

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

Witness:

FORM 2.2.2 TAX CLEARANCE CERTIFICATE

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder is to affix to this page either:

- Written proof of his registration with the CIDB as a Category **4CE or 3CEPE**

Or

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

Note:

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

YES/NO

2.10.1 If so, furnish particulars.

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

• **4 DECLARATION**

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....80/20...system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

Bidder:

Initial: Authorised signatory/ies: 1.

DR. JSMLM:

Initial: DR. JSMLM.....

2.

Witness:

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

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

Witness:

6. BID DECLARATION

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

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

7.1 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 DECLARATIONS 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) Limited

[TICK APPLICABLE BOX]

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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 authorised 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 favourable 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

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

WITNESSES:

1.

3.

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

DATE:

ADDRESS:
.....
.....

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

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

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

3. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Dr. JS Moroka Local Municipality**..... in accordance with the requirements and specifications stipulated in contract number...**JSM-R03/21-22/W4**....., at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
4. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
5. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
6. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
8. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

9. PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

.

2.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

1

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 2 This Standard Bidding Document must form part of all bids invited.
- 3 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 4 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- 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.
- 5 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

2.

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

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

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

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

Witness:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

Witness:

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

.....	
Signature	Date
.....	
Position	Name of Bidder

Js914w 2

FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

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

3.1 If yes, furnish particulars.

.....

.....

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

4.1 If yes, furnish particulars

.....

.....

Bidder:
Initial: Authorised signatory/ies: 1.

2.

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

Witness:

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES : ROADS

BID NO: **JSM-R03/21-22/W4**

FOR

UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE

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

CONTENTS

	PAGE(S)
FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS	65
FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT	66
FORM 2.3.3 GENERAL INFORMATION.....	70
FORM 2.3.4 SPECIFIC GOALS.....	73

Bidder:

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

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

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

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

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

BID DOCUMENT

2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

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

1. EVALUATION OF TENDERS

Evaluation Criteria

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

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

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

Name:

Evaluation Criteria	Minimum Required		Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	NQFL7-Degree in Civil or equivalent		No	5	
Academic Qualifications	Diploma in Civil or equivalent		No	4	
Academic Qualifications	Diploma in Project Management or equivalent		No	4	
			Yes		
	Matric			2	
Sub-total				5	
Experience of Team Leader in similar projects			Elimination Factor		
Involvement in comparable projects (Technical)	0		Yes	0	
	1 – 2		No	1	
	3 – 4		No	3	
	5 upwards		No	5	
Sub-total				5	
Total				10	

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Site Agent:

(Maximum Points obtainable 5, minimum 2)

Name:

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Site Foreman: (Maximum Points obtainable 5; minimum 2)

Name:

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

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

Safety Officer: (Maximum Points obtainable 5; minimum 2)

Name:

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

PLANT (Maximum Points obtainable 15)

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Programme and cashflow (Maximum Points obtainable 10)

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

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

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

2.

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

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

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

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

Similar projects are for construction of roads projects works only. (Including vat)

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

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

TOTAL SCORE: _____/100

75

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	80

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

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

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

10 – POINTS (FOR BBEE):

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

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

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

PLEASE REMEMBER:

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

FORM 2.3.3 GENERAL INFORMATION

1. Name of bidding entity:

2. Contact details

Contact name and number:

Address of bidding entity:

Postal code:

Tel no: () Fax no: ()

E-mail address:

3. Legal entity: Mark with an X.

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

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

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

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

5. VAT registration number:

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

6. Company or closed corporation registration number: _____
(In the case of a joint venture, provide for all joint venture members)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

SIGNATURE OF AUTHORIZED PERSON :

DATE :

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

.1.1.1 Name and Identity Number	.1.1.2 Relevant qualifications and experience	Years of relevant experience

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

FORM 2.3.4 SPECIFIC GOALS**1 Equity Ownership**

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

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

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

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

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

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

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

2 SMME Status

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

Sector / Sub-Sector in which located: _____

Total Full-Time Equivalent of paid Employees: _____

Total Annual Turnover: _____

Total Gross Asset Value: _____

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

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

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

10% of the goods or services of the bid will have local content?

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

4 JOB CREATION

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

THE CONTRACT

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICE :

BID NO: **JSM-R03/21-22/W4**

FOR

UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C5 ANNEXURES

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES :

BID NO: **JSM-R03/21-22/W4**

FOR

UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE**

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

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

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

rand (in words);

R

(in figures),

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

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

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of Witness

Date

85

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

ACCEPTANCE

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

The terms of the contract, are contained in

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

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

FOR THE CLIENT:

Signature(s)

Name(s)

Capacity

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

Name and signature of witness _____

Date _____

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness

_____ Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

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

Name and signature of witness

_____ Date _____

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2010) 2nd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

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

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.15 1.2.1.2	The Employer is the Dr. JS Moroka Local Municipality The Employer's address for receipt of communications is: Physical address: Dr. JS Moroka Local Municipality 2603/1 Bongimfundo Street Siyabuswa 0472 Telephone: (013) 973 1101/1390 Postal address: Private Bag X 4012 Siyabuswa 0472 Fax: (013) 973 2463/0974
	The Engineer is Mboyana and Associates Engineers The Engineer's address for receipt of communications is: Physical (street address) address: 384 Masodi Village Mokopane 0600 Telephone: (015) 004 2801 Fax: (015) 004 0461 E-mail: Mboyanaengineers@gmail.com Postal address: Suite 58, Private Bag X 2464 Mokopane 0600
1.1.1.12 5.1.1	Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.
5.12.2.2	Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in item B1215 to the Scope of Works: Extension of time due to abnormal rainfall
3.1.3	The Engineer is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer: - Certify additional costs/expenditure - Taking over of the Works - Determining extension of Time for Completion
5.3.1	The Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date or immediately after such time as the Documents Required Before Commencement have been approved and the initial requirements have been complied with.
	The documents required before commencement are the following: a) Contractor's health and safety plan (Clause 4.3), b) Programme of Works (Clause 5.6), c) Security (Clause 6.2), and Insurance (Clause 8.6)
5.3.2	The documents required before commencement are to be delivered within 14 (Fourteen) days after the Commencement Date
6.2	The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee" – See Form C1.3.
6.2	The liability of the Guarantee shall be in accordance with paragraph 21 (1)(f) of the DR. JSMLM's Supply Chain Management Policy, which reads as follows: (f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Clause												
	to deduct the amount from the first payment certificate, such concessions may be granted; Guarantees will be required as follows:											
	CATEGORY	PROJECT VALUE	GUARANTEE									
	A	< R500 000	2,5%									
	B	R500 001 – R1 000 000	5%									
	C	R1 000 001 – R2 000 000	7,5%									
	D	>R2 000 000	10%									
7	The Form of Guarantee is to be delivered within 14 (Fourteen) days after the Commencement Date											
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is R 0.00											
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 0.00											
8.6.1.2	A Coupon Policy for Special Risks is to be issued. (To be approved by the Employer's Claims Management Services Provider)											
8.6.1.3	The limit of the liability insurance is R10 000 000,00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)											
8.6.1.5	The following additional and varied insurances are required: Not applicable											
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 10%											
5.5.1	The whole of the Works shall be completed within 4 Months with effect from date of appointment											
5.13.1	The penalty for failing to complete the Works is R5000,00 per day or part thereof, beyond the stated completion date, for each individual work order or instruction											
6.8.2	Contract Price Adjustment: Is applicable Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract. The value of "x" is 0,15 The values of the coefficients are: a = 0,3 b = 0,3 c = 0,35 d = 0,05 The urban area nearest the Site is Marble Hall The base month is Appointment Month or August 2010											
6.8.3	The following are special materials: <table><tr><th>Special Material</th><th>Unit</th><th>Rate or Price for the base month</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> The basis for price adjustment for special materials is as follows: *Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above or price with acceptable documentary evidence			Special Material	Unit	Rate or Price for the base month						
Special Material	Unit	Rate or Price for the base month										
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works but delivered is eighty percent (80%)											
6.10.3	The percentage retention on the amounts due to the Contractor is 10%											
6.10.3	A Retention Money Guarantee is not permitted.											
7.8	The Defects Liability Period is twelve (12) calendar months per work completed.											
10.3	Disputes are be settled in terms of paragraph 50 of the SCM Policy, which reads as follows: Resolution of disputes, objections, complaints and queries (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes – (a) to assist in the resolution of disputes between the municipality and other persons regarding - (i) any decisions or actions taken in the implementation of the supply chain management system; or (ii) any matter arising from a contract awarded in the course of the supply chain management system; or (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract. (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively. (3) The person appointed must –											

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C1.3 FORM OF GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Condition for Contract for Construction Works, Second Edition, 2010

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

.2 CONTRACT DETAILS

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

.3 PERFORMANCE GUARANTEE

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

Signed at.....

Date.....

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

Capacity.....

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

PRO FORMA

ADJUDICATION BOARD MEMBER AGREEMENT

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

This Agreement is entered into between:

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

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

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

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

The Parties entered into a Contract for (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to (ad-hoc adjudication/standing adjudication).

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

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

95

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

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

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

This Agreement is entered into by:

Contractor's signature: _____

Contractor's name: _____

Place: _____

Date: _____

Employer's signature : _____

Employer's name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's name: _____

Place: _____

Date: _____

** Delete the inapplicable party*

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

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

in his capacity as _____

and

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

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz **BID NO. JSM-R03/21-22/W4 UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

97

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

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

An example is given below:

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

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
(IN CAPITALS)

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES

BID NO: **JSM-R03/21-22/W4**

FOR

UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

PART C2 PRICING DATA

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

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

Witness:

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

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

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

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

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

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

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

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

NB: PLEASE STATE THE FOLLOWING:

- ARE/IS BID PRICE/S FIRM:

YES	NO
-----	----

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

.....

.....

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

SCHEDULE OF QUANTITIES						CONTRACT NUMBER
UPGRADING OF SIYABUSWA A (MAQHAWE) BUS AND TAXI ROUTE						JSM-R03/21-22/W4
Dr JS MOROKA LOCAL MUNICIPLITY						
SCHEDULE : ROAD CONSTRUCTION						
SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
12,01	Training:					
	a)CETA accredited training	Prov Sum	1	80 000,00	80 000,00	
	b)Handling cost and profit in respect of B12.01 above	%	80 000,00		-	
12,02	Excavation					
	Excavating material within the following depth ranges below ground level for the exposing or searching of existing services:					
(a)	Depth between 0.0 m and 2.0 m:					
(a)(i)	Soft material.	m ³	85,00		-	
(a)(ii)	Intermediate material.	m ³	33,00		-	
(b)	Extra-over item B12.01(a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted:					
(b)(i)	Soft material.	m ³	63,80		-	
(b)(ii)	Intermediate material.	m ³	59,00		-	
12,03	Backfilling exposed services using:					
(a)	Excavated materials.	m ³	85,00		-	
(b)	Imported materials.	m ³	20,00		-	
12,04						
(a)	Relocation and protection of existing services and household fences	Prov Sum	1,00	35 000,00	35 000,00	
(b)	Handling cost and profit on subitem 12.04(a) above	%	35 000,00		-	
12,05	Construction Health and Safety Obligations:					
(a)	Construction Health and Safety Obligations	Sum	1,00		-	
(b)	Special information signs.	Sum	1,00		-	
(c)	Handling cost and profit in respect of items 12.05(a) to 12.05(b).	%	0,00			
12,08	CLO and PSC Remanuration					
(a)	Remanuration for Community Liason Officer	Prov Sum			30 000,00	
(b)	Handling cost and profit in respect of items 12.08	%	30 000,00		-	
TOTAL SECTION 1200 CARRIED TO SUMMARY:						

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

2.

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

[illegible]

		SCHEDULE OF QUANTITIES				CONTRACT NUMBER:
		UPGRADING OF SIYABUSWA A (MAQHAWE) BUS AND TAXI ROUTE				
		DR JS MOROKA LOCAL MUNICIPALITY				JSM-R03/21-22/W4
SCHEDULE : ROAD CONSTRUCTION						
SECTION 1400: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
(a)		Items measured by number				
14,01		Office and laboratory accommodation:				
		The provision of accommodation as specified, including roof,				
		external and internal walls, windows complete with glazing,				
		doors with locks and fittings, burgular proofing, painting floors,				
		fencing, the provision of a 220/250 volt electrical installation,				
		and stores, complete, in accordance with the drawings and				
		specifications, except for items scheduled elsewhere:				
(a)		Offices (interior floor space only)	m ²	10		
(b)		Laboratory (interior floor space only)	m ²	10		
(c)		Open concrete working floor, 150mm thick	m ²	10		
(d)		Roof over concrete working floor	m ²	14		
(e)		Ablution units	m ²	8		
(f)		Store	m ²	8		
14,02		Office and laboratory furniture:				
(a)		Chairs	No	6		
(b)		Draughtsman's stools	No	0		
©		Desks, complete with drawers and locks	No	2		
(d)		Drawing tables	No	1		
(e)		Conference tables, 10 seater	No	1		
(f)		White boards (1.2 x 0.9m)	No	1		
(g)		Framed notice boards (1.3 x 1.0m)	No	1		
(h)		Drawing board and plan racks	No	0		
TOTAL SECTION 1400 CARRIED TO FORWARD						

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

2.

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

		SCHEDULE OF QUANTITIES				CONTRACT NUMBER:
		UPGRADING OF SIYABUSWA A (MAQHAWA) BUS AND TAXI ROUTE				
		DR JS MOROKA LOCAL MUNICIPALITY				JSM-R03/21-22/W4
SCHEDULE : ROAD CONSTRUCTION						
SECTION 1400: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SECTION 1500 BROUGHT FORWARD:						
14,03		Office and laboratory fittings, installations and equipment				
(a)		Items measured by number				
		(i)220/250 volt power points	No	2		
		(ii)400/231 volt 3-phase power points	No	1		
		(iii)Double 80 watt fluorescent light fittings complete with ballast and tubes				
		(iv)Wash-hand basins complete with taps and drains	No	2		
		(v)Laboratory basin complete with swan neck, tapsand drain	No	2		
		(vi)Extractor fans installed complete with own power connection (1500W minimum)	No	2		
		(vii)Fire extinguishers 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No	1		
		(viii)Air-conditioning units with 2,2 kW minimum capacity ,mounted and with own power connection	No	1		
(b)		Prime cost items and items paid for in lump sums				
(i)		The provision of a direct independent telephone line (Telcom or cellular) for the engineer's office, including the cost of contract and calls in connection with contract administration	PC sum	1	15 000,00	15 000,00
(ii)		Handling costs and profit in respect of subsubitem 14b(i)	%	15 000		
14,07		Rented, hotel and other accomodation				
(a)		Provision for providing rented housing, hotel or other other accomodation	PC sum	25 000	1,00	25 000,00
(b)		Handling costs in respect of sub-item 14.07 (a)	%	25 000		
TOTAL SECTION 1400 CARRIED TO SUMMARY:						

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

2.

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

SCHEDULE OF QUANTITIES UPGRADING OF SIYABUSWA A (MAQHAWE) BUS AND TAXI ROUTE DR JS MOROKA LOCAL MUNICIPALITY				CONTRACT NUMBER
				JSM-R03/21-22/W4

SCHEDULE : ROAD CONSTRUCTION				
SECTION 1500: ACCOMMODATION OF TRAFFIC				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15,01	Accommodating traffic and maintaining temporary deviations.	km	1,0		
15,03	Temporary traffic-control facilities: <i>[The cost for the replacement of damaged or stolen signs or facilities shall be included in the rates under Item B15.03.1]</i>				
(a)	Flagmen.	man-day	25,00		
(b)	Portable STOP and GO-RY signs.	No	6,00		
(d)	Amber flicker lights.	No	14,00		
(e)	Road signs, R- and TR-series (1200 mm).	No	4,00		
(f)	Road signs, TW-series. (1500 mm)	No	4,00		
(g)	Road signs, STW-, DTG-, TGS- AND TG-series. (excluding delineators and barricades)	m ²	10,00		
(h)	Delineators (200 mm x 800 mm):				
(h)(ii)	Delineators mounted back to back.	No	20,00		
(i)	Movable barricade/road sign combination with an effective width of 6 meters.	No.	5,00		
(j)	Traffic cones - 750 mm.	No.	15,00		
(k)	Provision of high visibility safety jackets and safety hats.	No	20,00		
15,05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
(b)	Existing gravel shoulders.	m ³	106,00		
	<i>[The rate shall include full compensation for all work required to construct, re-gravel and repair the existing shoulder to be used as a temporary deviation.]</i>				
15,06	Watering of temporary deviations.	kl	200,00		
SUB-TOTAL SECTION 1500 CARRIED FORWARD:					

110

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

[illegible]

111

Bidder:

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

DR. JSMLM:

Initial: DR. JSMLM.....

2.

Witness:

SCHEDULE OF QUANTITIES					CONTRACT NUMBER:	
UPGRADING OF SIYABUSWA A (MAQHAWA) BUS AND TAXI ROUTE						
DR JS MOROKA LOCAL MUNICIPALITY					JSM-R03/21-22/W4	
SCHEDULE : ROAD CONSTRUCTION						
SECTION 1800: DAYWORKS						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18,01		Labour:				
(i)		Unskilled labour.	h	45,00		Rate Only
(ii)		Semi-skilled labour.	h	45,00		Rate Only
(iii)		Skilled labour.	h	45,00		Rate Only
18,02			h	45,00		Rate Only
18,03		Tipper trucks:		45,00		Rate Only
(i)		5 m³ capacity.	h	45,00		Rate Only
(ii)		10 m³ capacity.	h	45,00		Rate Only
18,04		Loader:				
(i)		Front end loader - bucket capacity > 1.5 m³.	h	45,00		Rate Only
(ii)		CAT 350 hydraulic excavator or equivalent.	h	45,00		Rate Only
(iii)		TLB.	h	45,00		Rate Only
18,05		Grader:				
(i)		CAT 140G or similar.	h	45,00		Rate Only
18,06		LDV:		45,00		Rate Only
(i)		Load capacity - 1 ton.	h	45,00		Rate Only
18,07		Compaction Rollers:				
(i)		Vibratory roller - 13.5 ton.	h	45,00		Rate Only
(ii)		Tamping roller - 13.5 ton.	h	45,00		Rate Only
(iii)		Grid roller.	h	45,00		Rate Only
(iv)		Pneumatic roller - 10 ton.	h	45,00		Rate Only
18,08		Hand controlled compactors:		45,00		Rate Only
(i)		Pedestrian roller - BW90 or similar.	h	45,00		Rate Only
(ii)		Vibratory plate compactor.	h	45,00		Rate Only
18,09		Water truck - 5,000 l.	h	45,00		Rate Only
18,10		Dozer:				
(i)		CAT D7H Dozer or equivalent.	h	45,00		Rate Only
(ii)		CAT D5 or equivalent.	h	45,00		Rate Only
TOTAL SECTION 1800 CARRIED TO SUMMARY:						

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

2.

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

		SCHEDULE OF QUANTITIES			CONTRACT NUMBER	
		UPGRADING OF SIYABUSWA A (MAQHAWA) BUS AND TAXI ROUTE				
		DR JS MOROKA LOCAL MUNICIPALITY			JSM-R03/21-22/W4	
SCHEDULE : ROAD CONSTRUCTION						
SECTION 2100: DRAINS						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
21,01	LI	Excavation for open drains:				
(a)		Excavating soft material situated in the following depth range below the existing surface level:				
(a)(i)		0 m up to 1.5 m.	m³	96,00		
(a)(ii)		Exceeding 1.5 m and up to 3.0 m.	m³	36,00		
(b)		Extra over item 21.01(a) for excavation in hard material, irrespective of depth.	m³	24,00		
21,02	LI	Clearing and shaping existing open drains.	m³			Rate Only
21,03	LI	Excavation for subsoil drains				
(a)		Excavating soft material situated in the following depth range below the existing surface level:				
(a)(i)		0 m up to 1.5 m.	m³	481,44		
(a)(ii)		Exceeding 1.5 m and up to 3.0 m.	m³	195,04		
(a)(iii)		Extra over item 21.03(a) for excavation in hard material, irrespective of depth.	m³	56		
21,04	LI	Impermeable backfilling to subsoil drainage systems	m³	118,9		
21,05		Banks and dykes.	m³	88		
21,06		Natural permeable material in subsoil drainage systems :				
		19mm crushed stone obtained from commercial source. Course grade: 19mm nominal size	m³	197,20		
21,07		Natural permeable material in subsoil drainage systems :				
		Sand	m³	78,30		
21,08	LI	Pipes in subsoil drainage systems:				
		Unplasticized PVC pipes and fittings, normal duty, complete with couplings, 100 mm diameter, perforated	m	236,64		
21,1	LI	Synthetic-fibre filter fabric, bidim U34	m²	560		
21,17		Test flashing of pipes subsoil drains	No	2		
TOTAL SECTION 2100 CARRIED TO SUMMARY:						

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

2.

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

[illegible]

114

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

SCHEDULE OF QUANTITIES						CONTRACT NUMBER:
UPGRADING OF SIYABUSWA A (MAQHAWA) BUS AND TAXI ROUTE						JSM-R03/21-22/W4
DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE : ROAD CONSTRUCTION						
SECTION 3300: MASS EARTHWORKS						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
33.10		Roadbed preparation and the compaction of material:				
		<i>[The rate shall provide for all costs to cover restricted works for half width construction. The roadbed depth is 150 mm.]</i>				
(b)		Compaction to 93% of modified AASHTO density.	m³	577,50		
33.04		Cut to spoil, including free-haul up to 10km. Material obtained from:				
(a)		Soft excavation.	m³	693,00		
(b)		Intermediate excavation.	m³	207,90		
(c)		Hard excavation.	m³	31,19		
(d)		Boulders excavations Class A	m³	9,45		
33/16.01		Overhaul on material hauled in excess of a freehaul distance of 0.5 km, for a haul up to or through 1.0 km. [Restricted overhaul]	m³	135,00		
33/16.02		Overhaul on material hauled in excess of 1.0 km freehaul.	m³-km	1 155,00		
33.04B		Cut to spoil, including free-haul up to 10km.				
		Material obtained from:				
		(a) Soft excavation	m³	82,40		
		(b) Hard excavation	m³	82,40		
		(c) Boulders excavations Class A	m³	3,50		
33.07B		Removal of unsuitable material (including free-haul):				
		(a) In layer thicknesses of 200 mm and less:				
		(i) Stable material	m³	186,21		
		(ii) Unstable material	m³	82,40		
33.1		Roadbed preparation and the compaction of material				
		(a) Rip and Compaction to 93% of modified AASHTO density	m³	577,50		
33.1		Roadbed preparation and the compaction of material				
		(c) Grid roller	m²	3 630,00		
TOTAL SECTION 3300 CARRIED TO SUMMARY:						

115

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

2.

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

SCHEDULE OF QUANTITIES						CONTRACT NUMBER:
UPGRADING OF SIYABUSWA A (MAQHAWA) BUS AND TAXI ROUTE						JSM-R03/21-22/W4
DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE : ROAD CONSTRUCTION						
SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
34,01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1.0 km:					
(a)	Gravel selected layer compacted to:					
(a)(ii)	95% of modified AASHTO density with a compacted layer thickness of 200 mm. <i>[Selected layer construction includes all layerworks/earthworks other than sub-base and base construction. The rate shall include for benching into existing pavement structure earthworks or layer works.]</i>	m³	770,00			
(c)	Gravel subbase layer, unstabilised gravel, compacted to :					
(c)(ii)	97% of modified AASHTO density with a compacted layer thickness of 150 mm. <i>[Gravel to be sourced from temporary stockpile and borrow pit. Rate shall include all costs for the mixing of material from two sources.]</i>	m³	770,00			
(f)	Gravel base, chemically stabilized material, compacted to:					
(f)(ii)	98% of modified AASHTO density with a compacted layer thickness of 150 mm. <i>[The construction of the base shall be done using a cut and borrow. The rate shall provide for the material breaking down cycle and one stabilization mix cycle.]</i>	m³	660,00			
(g)	Gravel shoulders compacted to:					
	<i>[The rates shall provide for all costs for the construction of the gravel shoulder wearing course layer as per the specifications.]</i>					
(g)(i)	93% of modified AASHTO density with a compacted layer thickness of 150 mm.	m³	220,00			
34,02	E/O item 34.01 for excavation of material in:					
(a)	Intermediate excavation.	m³	105,00			
34/B31.04	Compensation for borrow material (Royalties)					
	(a) Prime cost sum for the purchase of material	sum	1,00	10 000,00		10 000,00
	(b) Contractor's handling cost,profit and all other charges and cost in negotiating	%	10 000,00			
SUB-TOTAL SECTION 3400 CARRIED FORWARD:						

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

2.

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

117

Witness:

Initial: DR. JSMLM.....

Bidder:

Initial: Authorised signatory/ies: 1.

DR. JSMLM:

Initial: DR. JSMLM.....

2.

Witness:

SCHEDULE OF QUANTITIES						CONTRACT NUMBER
UPGRADING OF SIYABUSWA A (MAQHAWE) BUS AND TAXI ROUTE						JSM-R03/21-22/W4
DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE : ROAD CONSTRUCTION						
SECTION 5600: ROAD SIGNS						
ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
56.01	LI	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from:				
(c)		Painted galvanized steel plate - Chromadek 1.6mm thick or approved equivalent				
(c)(i)		Area not exceeding 2 m ² .	m ²	40,00		
(c)(ii)		Area exceeding 2 m ² but not 10 m ² .	m ²	40,00		
(e)		Aluminium sheet (2 mm thick) regulatory warning and information signs - Class II retro-reflective material:				
(e)(i)		Octagonal - 1200 mm.	No	12,00		
(e)(ii)		Triangular - 1500 mm.	No	12,00		
(e)(iii)		Round - 1200 mm.	No	10,00		
(e)(iv)		Rectangular - 600 mm x 150 mm.	No	10,00		
56.02		Extra over item 56.01(c) for using:				
(a)		Background or retro-reflective material:				
(a)(i)		Class I.	m ²	20,00		
(a)(ii)		Class II.	m ²	24,00		
(b)		Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
(b)(i)		Class II.	m ²	30,00		
56.03		Road sign supports (overhead road sign structures excluded):				
(a)		Steel tubing galvanized:	t	1,05		
56.05		Excavation and backfilling for road sign supports (not applicable to kilometer posts).	m ³	34,00		
56.06		Extra over item 56.05 for cement-treated soil backfill.	m ³	10,00		
TOTAL SECTION 5400 CARRIED TO SUMMARY:						

120

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

2.

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

[illegible]

121

Bidder:

2.

Witness:

PART C3 SCOPE OF WORKS

126
DR. JSMLM:
Initial: DR. JSMLM.....

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

Witness:

DEPARTMENT NAME: TECHNICAL SERVICES

BID NO: JSM-R03/21-22/W4

FOR

UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE

PART C3 SCOPE OF WORKS

CONTENTS

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's objectives

C3.1.2 Overview of the Works

C3.1.3 Extent of Works

C3.1.4 Location of the Works

C3.1.5 Temporary Works

C3.2 ENGINEERING

C3.2.1 Design

C3.2.2 Employer's Design

C3.2.3 Contractor's Design

C3.2.4 Drawings

C3.2.5 Design procedure

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement

C3.3.2 Subcontracting

C3.4 CONSTRUCTION

C3.4.1 Works specifications

C3.4.2 Site establishment

C3.4.3 Plant & Materials

C3.4.4 Construction equipment

C3.4.5 Existing services

C3.4.6 Variations and additions to COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition and Particular Specifications

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 Generic Specification

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

C3.6 HEALTH AND SAFETY

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

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

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

C3.1.2 OVERVIEW OF THE WORKS

The project entails upgrading of **UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE** from gravel to surfacing and stormwater. The section of the Bus and Taxi Route that needs to be upgraded is about 532m long and 6.4m width.

The scope of work will include, among others, the upgrading of existing road layer works, interlocking concrete paving blocks and upgrading of existing drainage system.

The project would entail but not limited to:

- Accommodation of traffic
- Earthworks
- Rip and re-compact sub-base
- Base layer
- Surfacing of the road with 80mm interlocking concrete paving blocks
- Concrete trapezoidal drain
- Removing and Relaying existing pipe kerbs,
- Speed humps, road markings and signs
- Training of Targeted local Labours

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

C3.1.3 EXTENT OF WORKS

Roadworks

The Upgrading of **UPGRADING OF SIYABUSWA "A" (MAQHAWE) BUS AND TAXI ROUTE** will be as follows:

- Earthworks
- Sub-Base Layer
- Base layer (stabilized)
- Interlocking concrete paving blocks (30mm)
- Road marking and signs and speed humps

C3.1.4 LOCATION OF THE WORKS

The road under consideration is a Bus and Taxi Route located in Siyabuswa "A" (Maqhawe), Ward 4 under Dr JS Moroka Local Municipality in the Nkangala District Municipality of Mpumalanga Province. The GPS co-ordinates are as follows:

Start of Road: S 24° 58' 09.8," E 28° 52' 22,7".

End of Road: S 24° 57' 23,1" E 28° 52' 09,3".

C3.1.5 TEMPORARY WORKS

Bypass route will be provided to accommodate traffic during Construction.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C3.2 ENGINEERING

C3.2.1 DESIGN

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

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

C3.2.2 EMPLOYER'S DESIGN

- (a) Works as described in scope of works above

C3.2.3 CONTRACTOR'S DESIGN

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

C3.2.4 DRAWINGS

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

DRAWING NO.	REV	DRAWING DESCRIPTION
P00	A	LOCALITY PLAN
P01	A	LAYOUT PLAN
L01	A	LAYOUT PLAN AND LONGITUDINAL SECTION FROM CHAINAGE 0 TO CHAINAGE 532
L02	A	CROSS SECTION FORM CHAINAGE 0 TO CHAINAGE 532
L03	A	STORMWATER LAYOUT PLAN
T01	A	TYPICAL CROSS SECTION
T02	A	TYPICAL SPEED HUMP DETAIL
T03	A	NAME BOARD
T04	A	DETAILS OF STORMWATER CANAL
T05	A	FLOOR SLAP REINFORCED DETAIL 2X900, 600 BOX CULVERTS

C3.2.5 DESIGN PROCEDURES

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

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

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

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

C3.3.1.2 Resource standard pertaining to targeted procurement

132

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

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

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

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works and specialised works

Mandatory

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

Local

- Concrete Works (V-drains, Kerbing, Paving and Stone Pitching)

C3.3.2.2 Preferred subcontractors/suppliers

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

C3.3.2.3 Subcontracting procedures

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

C3.3.2.4 Attendance on subcontractors

Experience Local Contractors will be engaged for the implementation of this project. The Local Sub contractors will be developed without sacrificing the quality of work.

C3.3.2.5 MINIMUM WAGE

C3.3.2.5.1 Requirements

The minimum requirements wage rate for an unskilled Labourer should be R22.50 /hour.

C3.4 CONSTRUCTION

133

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

C3.4.1 STANDARD SPECIFICATIONS

The following specifications shall apply for the construction of the Works.

- (a) COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.
- (a) Various other specifications specified in the Project Specifications.

The applicable standardized specifications for this Contract shall be the following:

Section	1100	Definitions
Section	1200	General Requirements and Provisions
Section	1300	Contractor's Site Establishment on Site and General Obligations
Section	1400	Housing, Offices and Laboratories for the Engineer's Site Personnel
Section	1500	Accommodation of Traffic
Section	1600	Overhaul
Section	1700	Clearing and Grubbing
Section	2100	Drains
Section	2200	Prefabricated Culverts
Section	2300	Concrete Kerbing, Concrete Channelling, Chutes and Down pipes and Concrete Linings for Open Drains
Section	3100	Borrow Materials
Section	3300	Mass Earthworks
Section	3400	Pavement Layers of Gravel Material
Section	3500	Stabilisation
Section	3600	Crushed-Stone Base
Section	3800	Breaking up Existing Pavement Layers
Section	4100	Interlocking concrete paving blocks
Section	4300	Seals : Materials and General Requirements
Section	5200	Gabions
Section	5400	Guardrails
Section	5500	Fencing
Section	5600	Road Signs
Section	5700	Road Markings
Section	5800	Landscaping and Planting Plants
Section	8100	Testing Materials and Workmanship
Section	8200	Quality Control (Scheme 1)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C3.4.2 VARIATIONS TO STANDARDIZED PROJECT SPECIFICATIONS

C3.4.2.1 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 refers 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.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

Standard specifications that are applicable to this contract can be seen below. Variations to these standard specifications can be seen in the following section:

Section	1200	General Requirements and Provisions
Section	1300	Contractor's Site Establishment on Site and General Obligations
Section	1400	Housing, Offices and Laboratories for the Engineer's Site Personnel
Section	1500	Accommodation of Traffic
Section	2200	Prefabricated Culverts
Section	2300	Concrete Kerbing, Concrete Channelling, Chutes and Down pipes and Concrete Linings for Open Drains
Section	3500	Stabilisation
Section	4100	Interlocking concrete paving blocks
Section	5700	Road Markings

VARIATIONS AND ADDITIONS TO REQUIREMENTS OF STANDARD SPECIFICATIONS

SECTION 1300 : CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL

OBLIGATIONS

B1303 PAYMENT

Add the following at the end of Item 13.01(1).

"..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

Add the following new pay item:-

Add the following new pay item:-

Item	Unit	
B13.01(a) Services for Community Liaison Officer The CLO will be paid R6000/pm . Contractor will only claim Handling fee under item B13.01 (b)		Prov Sum
B13.01(b) Handling cost and profit in respect of sub-items B13.01(a)		%
B13.02 Training:		
(a) Provisional sum for training allowance to targeted labour undergoing training		Prov Sum
(i) Technical Skills		
(ii) Generic Skills		
(iii) Entrepreneurial skills		
(iv) Remuneration of labours undergoing technical skills training.		
(v) Training Venue		
Payment of items will be based on acceptable quote from at least three accredited training service providers. Payment will be as invoiced from nominated service provider after completion of training. Contractor will claim handling fee under item B13.02 (b)		
(b) Contractors handling costs, profit and all other charges in respect of sub-item B13.02 (a)		%

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B13.04 Relocation and/or protection of existing services:

Prov Sum

(a) By the contractor

Payment of the item will be based on actual time of personnel and equipment to carry out the required relocation and/or protection of services. Any materials to be used must be approved by the Engineer on site.

(b) By the service provider

Invoice of nominated and approved service provider will be certified for payment after work done. Contractor will claim handling fee under item B13.02 (c).

(c) Handling cost in respect of B13.05 (b)

%

B13.05 Information Board

Supply, transport to site and erect contract signboard as indicated on drawing

Number (No.)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

Office buildings shall have timber or concrete floors covered with edge-to-edge foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors.

Add the following new paragraph at the end of this sub-clause:

The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

B1401 MEASUREMENT AND PAYMENT

Amend the following pay items under item:

Item	Unit
14.01 (a) Provisional items and items paid for in a lump sum:	
(a) Provisional sum for the office accommodation for the Engineer.	Prov sum
Payment will be from agreed quotation of renting the office of the Engineer from local office parks or rental of mobile office space.	
(b) Handling cost and profits in respect of sub-item B1401 (a)	%
B14.03 (b) Prime cost items and items paid for in a lump sum: Add the following sub-items	
(d) Provisional Sums items	
(i) Provision for use by the Engineer for an independent laboratory	Prov sum
Payment will be as invoice by the independent laboratory for test conducted On instruction of Engineer	
(ii) Handling cost and profits in respect of sub-item B1403 (d) (i)	%
(iii) Provision of a direct independent telephone line for the Engineer, including the cost of calls in connection with contract administration and telephone rental	Prov sum

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

(iv) Handling Cost and profits in respect of sub-item B1403 (d) (iii)

(v) Provision for Training of Engineering Technician

Prov sum

Payment will be made monthly for the remuneration of Engineering Technician appointed by Client/Engineer for on-site Training.

(vi) Handling cost and profits in respect of sub-item B1403 (d) (i)

%

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

SECTION 1500 : ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following :

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

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

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

B1502 GENERAL REQUIREMENTS

(a) Safety

Add to Sub-clause 1502(a) the following :

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

(b) Providing Temporary Deviations

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

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

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

It is a condition of this contract that not more than 1.5 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) Traffic Safety Officer

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

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

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

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

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

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

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note No.13. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor's establishment on site.

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

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) **Public traffic**

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

(k) **Failure to comply with provisions**

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all

work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

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

(l) **Access to work area**

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

(m) **Extension of time for completion**

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

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

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

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks, and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Replace the third paragraph of Clause 1503 with the following :

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the tender drawings.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

(b) Road signs and barricades

Add to Sub-clause 1503(b) the following :

The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be deemed to be covered by the tendered rates of items B15.03.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply to the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelisation devices and barricades

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

(e) **Warning devices**

Add to Sub-clause 1503(e) the following :

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

Add the following New Sub-clauses to Clause 1503 :

(g) **Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform with the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers."

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) **Safety jackets**

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with two jackets. Payment for Engineer's jackets will be as indicated in item B15.14 in the bill of quantities.

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

Amend Clause 1513 as follows :

In the third line of the third paragraph, delete "4 km" and replace with "1 km".

In the second line of the fourth paragraph, delete the word "four" and replace with "one". Also, delete "2 km" and replace with "1 km".

SECTION 2100: DRAINS

B2101: SCOPE

Amend the first paragraph to read:
"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Engineers, and the test flushing of subsoil drains."

B2104: SUBSOIL DRAINAGE

(a) Materials

(ii) Natural permeable material

Add the following to the 2nd paragraph:

"The crushed stone shall be coarse (19mm nominal) and shall be washed clean of all fines", conforms to the following specification:

Percentage passing through a 26,5mm sieve: 100 %.

Percentage passing through a 19,0mm sieve: 60-85 %.

(iii) Synthetic-fibre filter fabric

Under item (4) Selection, of this sub-clause, replace the 1st paragraph with the following:

"The filter-fabric used for subsoil drains shall be grade 2 and shall satisfy the criteria for a grade 2 geotextile as given in Table 2104/2."

(b) Construction of subsoil drainage systems

Add the following sub-clause:

"(v) Proving of pipes in subsoil drainage systems

On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill $\pm$ 400mm long and 5mm in diameter less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B2107: MEASUREMENT AND PAYMENT

Item

Unit

B21.01 Excavation for open drains

Add the following to the penultimate paragraph:

“The tendered rate shall also include full compensation for trimming the open drains”

“This item does not include the excavations for the earth channel along the road profile as per typical cross section, which is deemed included in the mass earthworks (Section 3300). This item is specifically for additional open drains leading away from the road profile, like mitre drains, etc.”

SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2302 MATERIALS

(b) Kerbing and channelling

Add to Sub-clause 2302(b) the following:

Precast kerbs shall preferably be factory produced by a reputable manufacture of the articles and shall comply with the requirements of SABS 927.

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Add to Sub-clause 2304(b) the following:

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows : If the difference in levels between the top of the kerb and the sub base on which the kerb is laid is (h), then the height of the haunch is $\frac{2}{3}h$ and the width of the haunch is h.

(e) Cast in-situ kerbs and channels

Add to Sub-clause 2304(e) the following :

Where new kerbing and channelling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the in situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess overbreak, undermining or staining shall be repaired by the Contractor at his own expense.

Add the following new Sub-clauses to Clause 2304 :

(m) Formwork and finish

All visible edges of cast in-situ channels shall be rounded with a rounding tool.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

SECTION 3300: MASS EARTHWORKS

B3303: CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation
Add to Sub-clause 3303(a) the following:
(i) Soft excavation
Add the following at the end:
Or
“Soft excavation shall be excavation in material which can be efficiently ripped by a bulldozer with a mass of at least 35 tons when fitted with single tine ripper and an engine developing approximately 220 kW at the flywheel”.
Remove item 3303 (a) (ii) Intermediate excavation. There will be no intermediate material measured in this contract and except from hard excavations all excavations must be considered as soft excavation.
(iii) Hard Excavation
Add the following:
A full survey including proto report of all dwellings within a radius of 200m of a blasting area needs to be conducted before blasting operations commence. The Contractor is liable for any damage that occurs to any structure, cable, sewer, pipe, etc. and immediately notifies the Employer’s Agent of any such damage. The Employer’s Agent arranges for the damage to be repaired by the owners of the damaged service and the cost of such repairs is deducted from any monies due to the Contractor.

B3306: CUT AND BORROW

(a) Dimensions of Cuts
Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof.
Add the following:
Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

B3307: FILLS

(d) Benching
Add the following:
“Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.
It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings.”
(i) Widening of fills
In the eight paragraph of Sub-clause 3307(i), delete the sentence "An extra over payment for the widening of existing fills will apply under Item 13.16."
Add the following:
No extra over payments will be made in respect of the nature of the site or due to the dimensions of the fills being widened or constructed.

B3312: MEASUREMENT AND PAYMENT

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Item

B33.01: Cut and borrow to fill, including free-haul up to 1,0 km:

B33.04: Cut to spoil, including free-haul up to 1,0 km:

The free-haul distance for cut and borrow to fill and cut to spoil is 1,0 km for this contract.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

(A) **SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

B3402: MATERIALS

(a) General

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500:

Stabilization shall also apply to the relevant layers.

Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings.

There shall be no measurement of Intermediate class excavation. All excavation that is not Hard shall be deemed as Soft.

B3406: QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1) of the standard specifications, as amended in these project specifications.

B3407: MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

B34.04: In-situ reconstruction of existing pavement layers as:

(a) Gravel selected layer compacted to 93% of modified AASHTO density using

ii) Non cemented material, 150mm thick (m³)

The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer.

B34.06: Extra over item 34.04 for adding extra material as specified

(a) Gravel selected layer (neat G7 or better commercially sourced) m³)

The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer.

The tendered rates shall provide full compensation for procuring from commercial sources, furnishing and placing all materials and compacting of the material, over an unlimited free haul distance where material is obtained from commercial sources, and for the testing, protecting and maintaining of layers as specified.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

SECTION 3500 : STABILISATION

B3502 MATERIALS

(a) Chemical stabilizing agents

Add to Sub-clause 3502(a) the following :

The new SABS ENV 197-1 standard specifications will be applicable to this Contract (Refer to Clause B1229 in the Project Specification). According to these specifications the following cements are prescribed:

- (ii) Ordinary Portland cement : CEM 1
- (iii) Portland blast-furnace cement : CEM III/A, III/B AND III/C
- (iv) **Ground granulated blast-furnace cement : As specified in 3502(a)(iv)**
- (v) Portland fly-ash cement : CEM II/A-V, CEM II/B-V, CEM II/A-W, CEM II/B-W

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

Add to Sub-clause 3503(i) the following :

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Engineer. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8300 : Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Engineer at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the engineer is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the engineer. No additional payment shall be made for such removal and remedial work.'

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B3510 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Bill of Quantities.

Payment Item 35.02 Chemical stabilising agent

Add the following note to this payment item:

The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SABS ENV 197-1.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B4104 WEATHER AND OTHER LIMITATIONS

Delete adverse condition (g) of Clause 4104 and replace with the following :

- (g) when the moisture content of the top 50mm of the base layer is more than 50% of the optimum moisture content as determined according to TMH 1, Method A7".

B4109: TESTING

Add the following:

"No payment will be made if this condition is not adhered to. The contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site."

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

SECTION 4200 : INTERLOCKING CONCRETE PAVING BLOCKS

B4206: PRODUCING AND TRANSPORTING THE MIXTURE

(b) Production of the mixture

B4211: LAYING TRIAL SECTIONS

Add the following:

"The trial section shall be about 150 m long and 3 m wide and shall be laid in accordance with the results of the plant design mix. The binder content of the first 50 m section shall be 0,5 % less than the design binder content, the binder content of the next 50 m at the design binder content and for the last 50 m section the binder content shall be 0,5 % over the design binder content. Volumetric properties, indirect tensile strength on briquettes shall all be checked against the criteria set in Table B4203/1 for all three sections. Gyratory compaction tests should be carried out on the samples obtained from the trial sections at the different binder contents."

B4213: CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS

(e) Voids

Add the following:

"The void content shall not deviate from the approved production mix void content by more than 1%."

B4214: QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

(a) Routine inspection and tests

Add the following paragraphs:

"The contractor shall keep accurate records of:

(i) The position where every truckload of interlocking concrete paving block is paved (chainage, lane, and date).

(ii) The truck and load number

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

SECTION 5600: ROAD SIGNS B5601

SCOPE

Replace "South African Road Traffic Signs Manual" in the second paragraph with:

"SADC Road Traffic Signs Manual and the Road Traffic Act No. 29 of 19137 and Regulations"

Add the following:

"This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer."

.3.1.1 B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Engineer with a 100 mm x 150 mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

.3.1.2 (a)(ii) Steel profile road signboards

Add the following:

"Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius."

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

.3.1.3 B5604 ROAD SIGN FACES AND PAINTING

Add the following new sub-clause:

.3.1.4 "(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification."

.3.1.5 B5605 STORAGE AND HANDLING

Add the following:

"The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

"After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer."

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer."

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

"Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours)."

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels."

B5609 MEASUREMENT AND PAYMENT

Amend the following payment item:

ITEM	UNIT
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:"
	m ²

Amend the last two lines of the second paragraph to read:

"completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists' view of the new or replaced sign board."

Add the following payment item:

B56.10	Hazard plates at culverts
(a)	Provision and erection of hazard plates at culvert structures as per drawing
	No

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

The tendered rate shall include full compensation for all the labour and material, painting, lettering posts, excavation, backfilling with soil-cement, etc. as may be necessary for completing the work in accordance with the details shown on the drawing.'

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

SECTION 5700: ROAD MARKINGS

B5702 MATERIALS

- (a) **Paint**
- (ii) Retro-reflective road-marking paint

Add to Sub-clause 5702(a)(ii) the following :

During actual painting the Contractor shall supply sealed samples of the paint to be used to the Engineer together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following :

The machine shall always operate in the direction of the traffic when applying lane markings.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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

CONTENTS

C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

DR JS MOROKA LOCAL MUNICIPALITY Coherent Health & Safety Specifications



UPGRADING OF SIYABUSWA “A” (MAQHAWA) BUS AND TAXI ROUTE

162

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

a) **FOREWORD**

These health & safety specifications have been compiled in terms of the Occupational Health & Safety Act no. 85 of 1993 and Construction Regulations of 7 February 2014 as amended. It must be clear that this document is a management tool and should be used by the Principal Contractor and Contractors to comply with the Act and regulations.

Should there be any contradiction between this document and the Act; the Act must take preference except where explicitly stated.

Similarly, where this document is silent on a specific health & safety requirement, the Act must be used as the minimum requirement.

Should you be unclear about anything set out in this document, please contact this office. These specifications are site specific and include all works to be done by the principal contractor. The principal contractor will be responsible for all the work on site.

Every endeavour has been made to address the most critical aspects relating to Health and Safety issues to assist contractors in adequately providing for Health and Safety of employees on site. However, the Principal Contractor is required to ensure they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety file.

These health and safety specifications was prepared by H.Heyneke registered at the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Manager (CHSM 162/2016) and Candidate Construction Health and Safety Agent (Can CHSA 146/2018)

No part of this document may be reproduced, transmitted, transcribed, and stored in a retrieval system in any form or by any means without written permission. Any unauthorised reproduction of this work will constitute a copyright infringement and render the perpetrator liable under both civil and criminal law.

This Health and Safety Specifications may not be used for a Construction Work Permit.

COHERENT HEALTH AND SAFETY SPECIFICATIONS FOR

Upgrading of Siyabuswa “A” (Maqhawe) Bus and Taxi Route

TABLE OF CONTENTS

1. **Introduction and background**
 - 1.1 Background to the Health and Safety Specifications
 - 1.2 Responsibility and Accountability
 - 1.3 Purpose of the Health and Safety Specifications
 - 1.4 Implementation of the Health and Safety Specifications
2. **Occupational Health & Safety Management System**
 - 2.1 Roles
 - 2.2 Implementation of the Health and Safety Specifications (Drafting of the coherent Health & Safety Plan)
3. **Occupational Health & Safety management system elements**
 - 3.1 Scope of the Project
 - 3.2 The Extent of the works
 - 3.3 Interpretations
 - 3.3.1 Application
 - 3.3.2 Definitions
 - 3.4 Minimum Administrative Requirements
 - 3.4.1 Notification of Intention to Commence Construction Work
 - 3.4.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise and Co-ordinate Health and Safety on Site
 - 3.4.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons
 - 3.4.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)
 - 3.4.5 Health and Safety Organogram
 - 3.4.6 Preliminary Hazard Identification and Risk Assessments, Progress Hazard Identification and Risk Assessments Reviews.
 - 3.4.7 General Record Keeping

- 3.4.8 Injury / Incident Reporting and Investigation
- 3.4.9 Consolidation of Health & Safety Documentation
- 3.4.10 Offences and Penalties
- 3.5 Principal Contractors, Contractors and Sub-contractors
 - 3.5.1 Principal Contractor's and Contractors' Requirements
 - 3.5.2 Principal Contractor / Contractor Competency Assessment
 - 3.5.3 Pricing for Occupational Health & Safety Compliance
 - 3.5.4 Contractors' Coherent Health & Safety Plans [Construction Regulations 7]
 - 3.5.5 Communication and Management of the work
- 3.6 Polokwane Municipality identified Hazards and Potentially Hazardous Situations
 - 3.6.1 Unforeseeable Hazards
- 3.7 Site Operational Requirements
 - 3.7.1 Health and Safety Representative(s)
 - 3.7.2 Health and Safety Committees
 - 3.7.3 Health and Safety Training
 - 3.7.3.1 Induction
 - 3.7.3.2 Awareness
 - 3.7.3.3 Competence
 - 3.7.4 Health & Safety Audits, Monitoring and Reporting
 - 3.7.5 Emergency Procedures
 - 3.7.6 First Aid Boxes and First Aid Equipment
 - 3.7.7 Personal Protective Equipment (PPE) and Clothing
 - 3.7.8 Occupational Health and Safety (OHS) Signage
 - 3.7.9 Public and Site Visitor Health & Safety
 - 3.7.10 Access to Site
 - 3.7.11 Night Work (After Hours)
 - 3.7.12 Transport of Workers
 - 3.7.13 Construction Health & Safety Officer
- 3.8 Physical Requirements
 - 3.8.1 Earthworks (including Trenching and excavations)

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

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

Witness:

- 3.8.2 Edge Protection, Barricading and Penetrations (CR 10)
- 3.8.3 Deliveries, Waste Removal, Stacking/Storage of Materials
- 3.8.4 Fire Extinguishers and Fire Fighting Equipment
- 3.8.5 Traffic Control

3.9 Plant, Machinery and Equipment

- 3.9.1 Construction Vehicles & Mobile Plant
- 3.9.2 Pressure Equipment
- 3.9.3 Hired Plant and Machinery
- 3.9.4 General Machinery
- 3.9.5 Electrical Installations and Portable Electrical Tools

3.10 Occupational Health

- 3.10.1 Industrial Hygiene (exposure to physical and chemical stress factors)
 - 3.10.1.1 Noise
 - 3.10.1.2 Ergonomics
- 3.10.2 Hazardous Chemical Substances (HCS)
- 3.10.3 Welfare Facilities
- 3.10.4 Alcohol and other Drugs
- 3.10.5 COVID-19

4. Omissions from the Site-Specific Health and Safety Specifications

Annexure A

Primary Health & Safety Compliance

Annexure B

Principal Contractor and Contractors' Responsible Persons

Annexure C

General Compliance Requirements

Annexure D

Occupational Health & Safety – Health & Safety pricing guidelines

Annexure E

Occupational Health & Safety File Index

Annexure F

Notification of Construction work

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specifications

The Construction Regulations (February 2014) places the onus on Dr JS Moroka Local Municipality to prepare coherent health & safety specifications, highlighting risks not successfully eliminated during design. The Dr JS Moroka Local Municipality also can set the tone and standard of occupational health & safety on the construction site.

1.2 Responsibility and Accountability

It is imperative to understand the process of determining legal accountability, as the OHS-Act is the only criminal Act still administered by the Department of Labour. It *assumes* that the CEO is overall accountable even though he may delegate some of his responsibilities. This principal is entrenched in Section 37(1) of the Act. This is generally referred to as the REASONABLE MAN TEST. SECTION 37: Acts or omissions by employees or Mandataries

1.3 Purpose of the Health and Safety Specifications

The purpose of this specification document is to provide the relevant Principal Contractor (and sub-contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and of persons in connection with the use of plant and machinery during Construction work.

1.4 Implementation of the Health and Safety Specifications

To brief the Principal and Sub Contractor on the significant health and safety requirements and aspects of the project. This shall include the provision of the following information and requirements namely:

- b) safety considerations affecting the site of the project and its environment;*
- c) health and safety aspects of the associated structures and equipment;*
- d) required submissions on health and safety matters from the Principal Contractor (and Sub Contractor).*
- e) the Principal Contractor's (Sub – Contractor's) health and safety plan.*

To serve to ensure that the Principal Contractor (and Sub Contractors) is/are fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 and 44 of the Act.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

“Purpose of the Act” –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –means a competent person who acts as a representative for Dr JS Moroka Local Municipality.

“Dr JS Moroka Local Municipality” –means an entity for which the construction work is performed;

"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 workplace where construction work is being performed. **"Construction supervisor"** means a competent person responsible for supervising construction activities on a construction site.

"Construction work" means any work in connection with –

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) 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;

“Contractor” means an employer who performs construction work.

"Designer" means-

- a) 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.
- b) An architect or engineer contributing to or having overall responsibility for a design.
- c) A building services engineer designing details for fixed plant.
- d) A surveyor specifying articles or drawing up specifications.
- e) A contractor carrying out design work as part of a design and building project; or an interior designer, shopfitter, or landscape architect.

“Health and Safety File” –means a file, or other record containing the information from the Construction Regulations.

“Health and Safety Plan” –means a site, activity or project specific documented plan in accordance with Dr JS Moroka Local Municipality’s health and safety specification. **“Health and Safety**

Specification –means a site, activity or project specific document prepared by Dr JS Moroka Local Municipality pertaining to all health and safety requirements related to construction work.

“Method Statement” –means a document detailing the key activities to be performed to reduce as reasonably as practicable the hazards identified in any risk assessment. **“Principal contractor”** means an employer appointed by Dr JS Moroka Local Municipality to perform construction work.

“Risk Assessment” –means a program to determine any risk associated with any hazard at a construction site, to identify the steps needed to be taken to remove, reduce or control such hazard.

1.5 Abbreviations:

GMR: General Machinery Regulations

OHS Act: Occupational Health & Safety Act. Act 85 of 1993

Constr Reg: Construction Regulation 2014

ORHVS: Operating Regulations for High Voltage Systems

PPE: Personal Protective Equipment

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

2.1 ROLES

Dr JS Moroka Local Municipality / Agent

- a) Prepare a baseline risk assessment and issue a health and safety specification to the Principal Contractor, Designer and include the specification in tender documentation.
- b) Dr JS Moroka Local Municipality or the appointed Dr JS Moroka Municipal Agent will appoint the Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- c) Dr JS Moroka Local Municipality or the appointed Dr JS Moroka Municipal Agent shall discuss, negotiate, and approve the contents of the specified project health and safety plan submitted by the Principal and Sub Contractor.
- d) Dr JS Moroka Local Municipality or its Agent will take reasonable steps to ensure that the health and safety plan of the Principal and Sub Contractor is correctly implemented and maintained. Monthly audits shall be conducted to monitor the compliance.
- e) In the event of design changes Dr JS Moroka Local Municipality or its appointed Agent on its behalf will ensure that enough resources will be provided to implement the work safely.
- f) Dr JS Moroka Local Municipality or its appointed Agent on its behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

have failed to implement or maintain their health and safety plan; have executed construction work which is not in accordance with their health and safety plan; have acted in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

Designer

- Must consider the health and safety specifications of Dr JS Moroka Local Municipality.
- Before the tender process, the designer must make available a report to Dr JS Moroka Local Municipality about:
 - All the relevant health and safety information about the design of the relevant structure that might affect the pricing of the construction work.
 - The geotechnical –science aspects, were appropriate.
 - The load that the structure is designed to withstand.
- Inform Dr JS Moroka Local Municipality in writing of any known or anticipated dangers or hazards related to the project.
- Make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.
- During the design consider the hazards relating to any subsequent maintenance to be performed with the minimum risk.
- During the design stage cognizance of ergonomic design principals must be applied to minimize ergonomic related hazards in all phases of the life cycle of a structure.

2.2 Implementation of the Health and Safety Specifications (Drafting of the coherent Health & Safety Plan)

These health & safety specifications document forms an integral part of the contract, and the Principal Contractor is expected to use it when compiling its project-specific coherent health & safety plan. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare coherent health & safety plans relating to their operations.

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

3.1 Scope of the Project

These Specifications set out the requirements for eliminating or if this is not possible, for minimising as far as reasonably practicable, the risk of incidents and injuries occurring at Siyabuswa “A” (Maqhawe) Bus and Taxi Route. **This document covers work to be undertaken of the project and sets out the rules and procedures for engagement on the project.** The scope also addresses legal compliance, Dr JS Moroka Local Municipality standards, hazard identification and risk assessment, risk control, and the promotion of a health and safety culture amongst those working on the project. The health & safety specifications also make provision for the protection of those persons other than employees.

3.2 The Extent of the works:

- Accommodation of Traffic
- Clearing and Grubbing
- Dayworks
 - Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Linings for open drains
 - Borrow Materials
 - Mass Earthworks
 - Pavement Layers of Gravel Material
 - Stabilization
 - Crushed Stone Base
 - Patching and Repairing edge Breaks.
 - Interlocking concrete paving blocks
 - Road Markings
 - Finishing the Road and Road Reserve and Treating old Roads
 - Testing Materials and Workmanship

3.3 Interpretations

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

3.3.1 Application

This specifications document is a legal compliance document compiled in terms of the OHS Act & Construction Regulations 2014 and is therefore binding. The document must be read in conjunction with other relevant legislation.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

3.3.2 Definitions

The definitions as listed in the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply.

3.4 Minimum Administrative Requirements

3.4.1 Notification of Intention to Commence Construction Work

The Principal Contractor must notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be held in the Principal Contractor's health & safety file on site. The fax transmission slip will serve as proof of notification.

See attached **Annexure "F"**

3.4.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise and Co-ordinate Health and Safety on Site

The Principal Contractor and all Contractors must make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014). See attached **Annexure 'B'** for more detail on what health & safety management appointments are relevant on this project.

3.4.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons

The Principal Contractor and Contractors' competent persons for the various risk management portfolios must fulfil the criteria as stipulated in terms of the definition 'Competent' in accordance with the Construction Regulations (February 2014).

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

The Principal Contractor must have in their possession a letter of good standing issued by their Compensation Assuror as proof of registration. Contractors must also hold proof of workman's compensation assurance registration in the form of a letter of good standing and forward a copy to the Principal Contractor before they begin work on site. Contractors must always be in good standing while carrying out work on site.

3.4.5 Health and Safety Organogram

Including all appointed risk management competent persons. In cases where appointments have not yet been made, the organogram shall reflect the intended positions.

173

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

The organogram must be updated when there are changes in the Site Management Structure and dated accordingly. The organogram merely serves as a quick reference to who is responsible for what risk portfolio in which area.

3.4.6 Preliminary Hazard Identification and Risk Assessments, Progress Hazard Identification and Risk Assessments Reviews.

The Principal Contractor must ensure that the preliminary hazard identification and risk assessment is performed under the leadership of a competent person before commencement of construction work. On this project detailed task-specific risk assessments based on the proposed sequence of work (method of work) must be compiled. Generic risk assessments will not be accepted.

The assessed risks, together with written safe work procedures for the 'medium & high-risk' rated activities must form part of the coherent site-specific health and safety plan submitted for approval by House of Safety. The risk assessments must include:

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) The risks which may result based on the list of hazards and tasks;
- c) A set of safe work procedures to be implemented with the aim of eliminating or if this is not possible, reducing and/or controlling the risks as far as reasonably practicable to ALARP (as low as reasonably practicable);
- d) A monitoring and review procedure of the risk assessments as they change

i.e. how will the risk assessments be reviewed, when will they be reviewed and by whom.

The Principal Contractor must ensure that all Contractors inform, instruct and train their workers regarding any hazards, the associated risks and the related safe work procedures to be implemented before any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks in the form of attendance registers to the Principal Contractor at least every two weeks. Every worker on site must undergo such toolbox safety talks with the attendance registers kept in the

Principal Contractor's safety file. Contractors must conduct their own hazard identifications and risk assessments specific to their operations and forward a copy to the Principal Contractor. The Principal Contractor when required must report on the status of these Contractor risk assessments to Dr JS Moroka Local Municipality i.e. at audits.

3.4.7 General Record Keeping

The Principal Contractor and all Contractors must keep and maintain all the necessary Health and Safety records to demonstrate compliance with these Coherent Specifications, the OHS Act 85/1993,

and the Construction Regulations (February 2014). The Principal Contractor must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held at the site office. The Principal Contractor must ensure that every Contractor keeps their own health & safety file, maintains the file, and makes it available on request (the file must include the Contractor's health & safety plan and all relevant records). Such 'Contractor safety files' must be audited by the Principal Contractor monthly with audit reports kept as proof.

3.4.8 Injury / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling (lost day); and fatal. When reporting injuries to Dr JS Moroka Local Municipality, these categories must be used. The Principal Contractor must investigate all injuries. All Contractors must report injuries to the Principal Contractor immediately and the Principal Contractor must inform Dr JS Moroka Local Municipality immediately. All incidents reportable in terms of the provisions of Section 24 of the OHS Act must be reported to the local Dept. of Labour in the prescribed manner.

3.4.9 Consolidation of Health & Safety Documentation

It is the duty of the Principal Contractor to ensure that all documentation required to be kept or generated during the construction phase is consolidated into one set of documents that must be handed over to Dr JS Moroka Local Municipality upon completion of the construction work. This consolidated safety file(s) should include instructions from the design team that will be required for the continued safe operation and maintenance of the new structure(s).

3.4.10 Offences and Penalties

Penalties may be imposed on the Principal Contractor and Contractors for ongoing non-compliance with the provisions of Dr JS Moroka Local Municipality's coherent health & safety specifications, the Principal Contractor's coherent health & safety plan, site health & safety procedures and rules. Non-compliances identified during safety agent audits and visits will be categorised into one of three levels based on severity. These will be as follows: Life threatening situation - a prohibition order will be issued by means of a written instruction in the site instruction book or an explanation in an audit report. This activity must be seized immediately, and corrective measures taken. Serious injury possible – a contravention notice will be issued with a time frame for compliance stipulated. Minor or no injury may result – an improvement notice will be issued. The corrective measures stipulated in the audit report must be taken. The methodology used to decide the above levels will be causally linked to the risk assessments of the Principal Contractor and contractors, Dr JS Moroka Local Municipality Standards. The decision of the safety Agent will be final.

3.5 Principal Contractors, Contractors and Sub-contractors

3.5.1 Principal Contractor's and Contractors' Requirements

The Principal Contractor must ensure that all Contractors appointed by them comply with these Specifications, the Principal coherent health & safety plan as well as the OHS Act, Construction

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Regulations (February 2014), and other relevant legislation that may relate to the activities directly or indirectly. A Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

The Principal Contractor may only allow a Contractor to begin work on site after receiving a coherent health & safety plan which must include a project specific hazard identification, risk assessments and safety measures. The Principal Contractor must test competency and finally approve his sub-contractor coherent site-specific health and safety plan. The Principal Contractor must audit each of its contractors monthly, with audit reports kept in the health & safety file on site. The audits must include an administrative assessment as well as a physical inspection of the contractor's site activities. *The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.*

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of the Construction Regulations;

The Principal Contractor shall take all reasonable steps to ensure that each contractor's coherent health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every month;

The Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors to allow them to execute the work safely;

The Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;

The Principal Contractor shall discuss and negotiate with the contractor the contents of the coherent health and safety plan and shall finally approve that plan for implementation;

The Principal Contractor shall hand over a consolidated health and safety file to Dr JS Moroka Local Municipality upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

The Principal Contractor may only appoint a contractor to perform construction work when such Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely and that the contractor is an approved Dr JS Moroka Local Municipality contractor.

3.5.2 Principal Contractor / Contractor Competency Assessment

The Principal Contractor must be reasonably satisfied that the contractors they intend to appoint have the necessary competencies and resources to safely conduct the work they will be appointed for. This should be established at tender stage and before appointments are made. One of the preferred ways of determining whether a contractor is competent is to make sure the contractor is an accredited contractor for Dr JS Moroka Local Municipality. Once the contractor is appointed, but before they begin work on site a site-specific safety plan must be discussed and negotiated with the Principal Contractor. Such safety plan must be approved for implementation by the Principal Contractor.

The Principal Contractor and Contractors should submit the following documentation for perusal and verification by Dr JS Moroka Local Municipality and the Principal Contractor respectively:

- Coherent health & safety plan as compiled for this project; (including Risk assessments, safe work procedures, fall protection plan, PTW Issuer/PTW Holder certificates
- Management Structure as envisaged at tender (organogram);
- Letter of Good Standing with the Compensation Commissioner or FEM;
- Proof of health & safety training and other related training; (CV's and certificates), Legislative appointment letters
- Notification of Construction work; (proof notification was done)

3.5.3 Pricing for Occupational Health & Safety Compliance

All parties bidding to do work on this construction project must ensure that they have made provision for the cost of complying with this Specifications document as well as with the OHS Act and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money, which implies that sufficient time must be allowed for the implementation of the minimum OHS standards. No additional claims will be entertained at a later stage should a compliance requirement be prescribed in the OHS Act, incorporated regulations or in this Specifications document.

3.5.4 Contractors' Coherent Health & Safety Plans [Construction Regulations 7]

1.Introduction:

The Construction Regulations (2014) aims to improve overall management and co-ordination of Health, Safety and Welfare throughout the Construction Phase and reduce the large number of serious and fatal injuries and cases of ill health, which occur every year in the Construction Industry.

In terms of the Construction Regulations (2014), the Principal Contractor is required to develop a Health and Safety Plan before work commences on site and review it throughout the Construction Phase. The degree of detail required in the Health and Safety Plan and the time and effort in preparing

177

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

it should be in proportion to the nature, size and level of Health and Safety risks involved in the project. Projects involving minimal risks will call for simple, straightforward plans. Large projects or those involving significant risks such as this project will need much more detail.

1. What should the construction health & safety plan cover?

The Construction Health and Safety Plan should set out the arrangements for ensuring the Health and Safety of everyone carrying out the construction work as well as all other persons who may be affected by it. The index of this plan must be in line with Annexure: A

3.5.5 Communication and Management of the work

The Principal Contractor must indicate in their health and safety management plan that they have made provisions for the following:

- a. Management structure and responsibilities
- b. Health and Safety goals for the project and arrangements for monitoring and review of Health and Safety performance i.e. safety meetings; contractor meetings; risk assessment review, etc
- c. Arrangement for:
 - i. Regular liaison between parties on site i.e. meetings
 - ii. Consultation with the work force i.e. toolbox talks
 - iii. The exchange of design information between Dr JS Moroka Local Municipality, designers, and Contractors on site
 - iv. Selection and control of Contractors i.e. selection criteria; inspections; audits, etc.
 - v. Site health & safety induction and onsite training i.e. toolbox talks
 - vi. Welfare facilities, first aid, emergency planning and fire prevention strategy
 - vii. The reporting and investigation of injuries and incidents including near misses, what the intended system will be
 - viii. The production, approval and review of risk assessments, safe work procedures and method statements and how does the company's risk assessment system work.
- d. Site specific rules and procedures.

3.6 Dr JS Moroka Local Municipality identified Hazards and Potentially Hazardous Situations

See attachment.

Other possible risks you need to consider.

- 1. Existing services
- 2. Interface with the public

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

3. Hazardous chemicals such as solvents, cleaning agents, cement, fuels, oils, epoxies, etc.
4. Site security and access control issues
5. Relocation and protection of existing services
6. Finishing trades

3.6.1 Unforeseeable Hazards

The Principal Contractor must immediately notify Contractors as well as Dr JS Moroka Local Municipality, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken before such work begins.

3.7 Site Operational Requirements

3.7.1 Health and Safety Representative(s)

The Principal Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees. The H&S representatives must be competent to carry out their functions. The appointments must be in writing. The Health and Safety Representatives should carry out monthly inspections, keep records of the inspections and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety committee meetings. At least one Health & safety representative is required by all Employers on site.

3.7.2 Health and Safety Committees

The Principal Contractor must ensure that project health and safety committee meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's Responsible Person [CR 7(1) person]. All Contractors' Responsible Persons and Health & Safety Representatives must attend the Principal Contractor's monthly health & safety meetings. The Principal Contractor's appointed supervisors must also attend health & safety meetings. The following topics must be tabled at meetings: management appointments and risk management portfolios; sub-contractor legal compliance issues; injuries and incidents; hazards and risk assessments (present and foreseen); safety procedures; method statements for upcoming activities; planned inspections and registers/record keeping, etc. The committee chairperson must sign off and date the minutes.

3.7.3 Health and Safety Training

3.7.3.1 Induction

The Principal Contractor must ensure that all site personnel including all sub-contractors undergo the agreed health & safety induction training session held and managed by the P/Contractor before any worker starts work on the project. A record of attendance must be kept in the health & safety file. Workers must carry proof of inductions with them while on site i.e. identification passport cards or like be agreed.

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

3.7.3.2 Awareness

The Principal Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once every two weeks. All site personnel including all sub-contractors must attend safety talks at such intervals and keep proof thereof. These talks should deal with risks relevant to the construction work at hand i.e. they should be based on the job-specific risk assessments and safe work procedures. Records of attendance must be kept in the P/contractor's health & safety file. All contractors' employees must attend safety awareness toolbox talks carried out by their supervisors; the attendance registers must be copied to the Principal Contractor together with the minutes on the information discussed at the sessions.

3.7.3.3 Competence

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This must be assessed on a regular basis e.g. training, evaluation, and periodic audits by Dr JS Moroka Local Municipality, progress meetings, etc. The Principal Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work on site.

3.7.4 Health & Safety Audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits on all Contractors appointed by it and keep audit reports in its health & safety file. Contractors must audit their sub-contractors and keep records of such audits in *their* health & safety files, made available on request. Dr JS Moroka Local Municipality/their Agent will conduct monthly audits on the Principal Contractors' safety management plan.

3.7.5 Emergency Procedures

The procedure must detail the response procedures including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Evacuation procedures: including routes and exits to be available on a drawing.
- Emergency procedure(s) must include, but shall not be limited to fire; spills; injury to employees; damage to material / equipment / plant; use of hazardous substances; bomb threats; major incidents/injuries; evacuation; etc.
- The Principal Contractor must advise Dr JS Moroka Local Municipality in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken.
- A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and made available to site personnel.
- The emergency plan will need to be reviewed from time to time as conditions/environment changes i.e. as building work increases in extent.

180

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

3.7.6 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors must appoint First Aider(s) in writing. The Principal Contractor must appoint at least one First Aider to start with, which first aider must be certificated. Copies of valid certificates are to be kept on site. The Principal Contractor must provide at least 1 (one) first aid box, adequately always stocked. Due to the nature of this project i.e. satellite workstations/areas, further first aid boxes must be provided close to the various workstations to allow for quick, effective treatment of injured persons. As the work progresses and the structure increases in height and/or length, extra first aid boxes may/will be needed.

3.7.7 Personal Protective Equipment (PPE) and Clothing

The Contractor must ensure that all site workers are issued with and wear the appropriate PPE as indicated in their risk assessments. The Contractors must always make provision and keep adequate quantities of SANS approved PPE on site according to their risk assessments. Safety harnesses are mandatory wherever work takes place in an elevated area where safe working platforms or ladders are not possible. Overalls clearly indicating the Contractor's logo must be worn and all sub-contractors must conform to this requirement. Eye protection must be worn by those working grinders, skill saws, and high-pressure water cleaners. Even those workers near these operations will also be required to wear such eye protection.

Safe footwear will be required by all workers. A high visibility vest is mandatory on a Dr JS Moroka Local Municipality site.

3.7.8 Occupational Health and Safety (OHS) Signage

The Principal Contractor must provide adequate on-site OHS signage. Including but not limited to: 'construction work - no unauthorised entry', 'beware of overhead work', 'hard hat area', first aid – to be posted up at all work areas/zones.

Signage must also be posted up at strategic locations to warn the public of diversions, alternative through ways and other irregularities caused by construction work (pedestrians and motorists).

Signs are also required as per law e.g. scaffolding and other potential risk areas/operations such as exposed edges and openings and trenches/excavations where persons are at work. Safety signs and awareness posters will also be required in strategic locations on site such as frequently used access routes, stairways, and entrances to structures and buildings where the workers will continuously be made aware of health & safety. Health & safety signage must be well maintained including weekly inspections, cleaning, replacement, and repair.

3.7.9 Public and Site Visitor Health & Safety

Public walkways and roadways must be kept clean and free of construction materials to prevent any negative impact on the public. Public roadways and walkways will have to be cleaned on a regular

basis – daily inspections to be conducted by the Principal Contractor with action to be taken without delay (daily).

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. The Construction Regulations require that a record of these 'inductions' be kept on site. It is advised that a visitors' book with site rules leaflet be kept at the reception/site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitors' book. It will be the Principal Contractor's prerogative to decide whether site visitors require supervision while on site or not. Visitors' hard hats must be kept at the site office.

3.7.10 Access to Site

Where any permits are necessary from the local authorities, this will be the Principal Contractor's responsibility. The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water, or other construction related materials. The access gate(s) must be controlled, and visitors must sign in and report to the site office for further instruction.

3.7.11 Night Work (After Hours)

No night work will be allowed within the hazardous zone on this project without prior approval from Dr JS Moroka Local Municipality/the Municipality's Agent and the Construction Health and Safety Agent. Additional health and safety requirements will then be applicable.

3.7.12 Transport of Workers

The Principal Contractor and other Contractors may not transport:
Persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment; Contractors must adhere to the National Road Traffic Act.

3.7.13 Construction Health & Safety Officer

A full-time construction safety officer (in terms of Construction Regulation 8) will be required on this project. **The construction health and safety officer must be registered with SACPCMP.** The construction officer will be required to carry out at least the following duties:

- a) Health & safety audits and inspections on site including administrative and Physical audits of all Contractors' health & safety plans, files and activities, and record findings in the form of audit reports to be kept in the health & safety file;
- b) Assess, and finally approve contractor safety plans;

3.8 Physical Requirements

3.8.1 Earthworks (including Trenching and excavations)

The Principal Contractor and relevant Contractors must make provision in their tender for the shoring of excavations where the soil conditions warrant it or if this is not possible cut it back-excavation walls must be battered back to a safe angle, termed the safe angle of repose.

The Principal Contractor has the following options: first option is to shore or brace the excavation, should this not be practical then such excavation must be battered back to the safe angle of repose (second option). Should the first two options not be deemed necessary by the Contractor, then permission must be given in writing by the appointed competent excavation supervisor (third option). Where uncertainty pertaining to the stability of the soil exists, the decision of a professional engineer or professional technologist competent in excavations shall be decisive. Such permission must be in writing.

The following is relevant to excavations:

- Excavations/trenches are inspected before every shift and a record of these inspections is kept;
- Safe work procedures have been communicated to the workers;
- The safe work procedures are always enforced and maintained by the Principal Contractors' and Contractors' responsible persons;
- Excavations next to permanent or temporary roadways - ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken that may be necessary to ensure the stability of such building, structure or road as well as the safety of persons
- Cause convenient and safe means of access to be provided into every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- Ascertain as far as is reasonably practicable, the location and nature of electricity, water, gas, or other similar services which may in any way be affected by the work to be performed. The necessary steps must then be taken to render the circumstances safe for all persons involved;
- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or where the safety of persons may be endangered, to be
- Adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests

3.8.2 Edge Protection, Barricading and Penetrations (CR 10)

A Contractor must ensure that—

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

- All unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;
- No person is required to work in a fall risk position, unless such work is performed safely as contemplated in sub-regulation (2);
- A detailed Fall Arrest and Rescue Plan will be drafted and implemented on site.
- The above-mentioned plan will be demonstrated on instruction of Dr JS Moroka Local Municipality's Agent.

3.8.3 Deliveries, Waste Removal, Stacking/Storage of Materials

The Principal Contractor and other relevant contractors must ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. Pallets of bricks may not be stacked more than two above each other and must be on timber pallets. No construction materials or equipment may be stacked or stored in public areas unless authorised by Dr JS Moroka Local Municipality and fenced off as per the Dr JS Moroka Local Municipality's requirements. Waste materials must be kept within designated construction zones. The Principal Contractor will be responsible for co-ordinating and managing this function.

3.8.4 Fire Extinguishers and Fire Fighting Equipments

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipments located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four by 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Fire extinguishers must also be placed at all work zones/areas, in strategic locations. Wherever 'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures. 'Hot work' includes all work that generates a spark or flame and may therefore result in a fire.

Furthermore, during the finishing stages of the construction phase when the finishing trades are on site, fire extinguishers will be required at strategic locations within the work areas – to be supplied and managed by the Principal Contractor.

3.8.5 Traffic Control

The Principal Contractor shall ensure that a fulltime traffic safety officer be appointed in writing, upon the commencement of construction activities. The traffic safety officer shall be tasked with regular inspections and movement of road traffic signs as per the approved traffic accommodation plans and will report to the safety officer.

The principal Contractor must prepare a site specific Traffic Accommodation Plan that should be signed off by the relevant appointed Engineer on this project.

This document must indicate the potential risk to the public or environment posed by all vehicles travelling to and from the areas of construction for the purpose of the construction work and propose methods to eradicate or minimize these risks. Such a plan must include the following aspects:

- Design of Traffic Management Plan
- Site specific base line risk assessment
- Protection of employees
- Protection of pedestrians
- Specific signage and distances applicable
- Applicable training
- Appointments of road safety officers
- Management of afterhours/weekend/adverse weather conditions
- Setup and clearing of signage

Only SABS approved temporary road signage must be used. Note that the Principal Contractor must always ensure that enough signage is available.

The Principal Contractor will also put in place flagmen to control the entry and exit of vehicles to and from the site onto the public road. These flag personnel must be highly visible and must have been trained. Flag personnel may not use cell phones while on duty.

3.9 Plant, Machinery and Equipment

3.9.1 Construction Vehicles & Mobile Plant

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, construction vehicles, compaction plant, batch plants and lifting equipment.

The Principal Contractor must ensure that such plant complies with the requirements of the OHS Act, Construction Regulations (Feb 2014) and any manufacturers’ specifications. The Principal Contractor and all relevant contractors must inspect and keep records of such inspections on construction vehicles and mobile plant used on site. Only authorised/competent persons in the possession of the necessary training certificates and in possession of a certificate of medical fitness may operate construction vehicles and mobile plant.

Appropriate PPE and clothing must always be provided and maintained in good condition.

Reverse alarms must be installed on construction vehicles i.e. trucks, digger loaders, etc.

Vehicles and pedestrian traffic must be safely separated, preventing any unnecessary interfacing.

Any vehicle or mobile plant using any public road must be roadworthy and carry a certificate proving this. Likewise, any operator of such construction vehicle or mobile plant will have to carry the necessary driver’s license.

3.9.2 Pressure Equipment

The Principal Contractor and all relevant Contractors must comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators/users;
- Providing the relevant PPE and clothing;
- Inspecting equipment regularly (every 3 months) and keeping records of these inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand;
- Ensuring that oxygen and acetylene bottles are secured in an upright position, do not show signs of corrosion or damage, and have flash back arrestors fitted on both torch & bottle ends of hoses.

3.9.3 Hired Plant and Machinery

The Principal Contractor must ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act and Construction Regulations shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that competency and medical certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file of all relevant contractors.

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

3.9.4 General Machinery

The Principal Contractor and relevant contractors must ensure compliance with the Driven Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training machinery operators.

3.9.5 Electrical Installations and Portable Electrical Tools

Dr JS Moroka Local Municipality will ensure as far as possible that the Principal Contractor is made aware of the positions of all electrical power lines. The Principal Contractor must notify Dr JS Moroka Local Municipality should they not be sure of the location of any electrical power lines.

The Principal Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations, and the Construction Regulations (CR 24).

The Principal Contractor must keep a copy of the Certificate of Compliance (CoC) for its temporary electrical power supply. A revised CoC is required whenever the installation is altered or changed in any way. All temporary electrical installations must be inspected at least weekly by a competent person appointed in writing with records kept. Portable electrical tools and equipment must be visually inspected daily with records kept. It is advised that the P/Contractor appoints the electrical contractor to inspect the temporary electrical installations on a weekly basis with feedback given in a report so that any maintenance and repairs can be undertaken. Such appointed inspector must 'stop' or isolate any distribution board that is unsafe for use.

3.10 Occupational Health

3.10.1 Industrial Hygiene (exposure to physical and chemical stress factors)

Exposure of workers to occupational health hazards and risks is quite common in any work environment, especially in construction. Occupational exposure is a major problem, and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical substances.

3.10.1.1 Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing, and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls to reduce noise exposure to below the acceptable levels.

3.10.1.2 Ergonomics is the study of how workers relate to their workstations. We advise the Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others.

3.10.2 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant contractors must provide the necessary training and information as far as the use, transportation, and storage of HCS. The Principal Contractor must ensure that the use, transportation, and storage of HCS are carried out as prescribed in the HCS Regulations. The Principal Contractor and contractors must ensure that all hazardous chemicals on site have Material Safety Data Sheets (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labelled.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio.

Stores must be well ventilated, preventing the build-up of flammable and toxic gases/vapours. Should fuel storage containers be used, they must conform to the general environmental legislation and Environmental Management Plan (is a requirement on this site). The necessary safety signage must be posted up –

'no naked flames', 'no smoking'. Two by 9kg DCP fire extinguishers must be placed near the fuel containers, but not within 5m of the containers. These extinguishers are additional to the minimum four(4) required for the offices and stores.

3.10.3 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), clean, lockable changing facilities, hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed around site and emptied regularly. Workers must not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas complete with benches and tables. Stores may not double-up as change rooms or mess areas.

3.10.4 Alcohol and other Drugs

No alcohol and/or other drugs/substances will be allowed on site. No person may be under the influence of alcohol or any other drugs/substances while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her/anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs/substances must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for their records.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

3.10.5 COVID- 19

Response plan

This International pandemic will force the contractors and clients to think about the workplace that the employees work in and the applicable PPE to safeguard the employees against this COVID 19 virus. Dr JS Moroka Local Municipality has drawn up a checklist with all the necessary equipments and guidelines that will need to be in place before construction can start. The checklists are written using the above-mentioned acts, regulations, and guidelines. This checklist is listed as annexure A. The SHE committee shall have a meeting in the first week of starting to discuss the plan forward with COVID 19.

Access control

The client and the contractor will remain responsible to ensure that the correct measures are taken at the entrance of the construction site. The contractor shall have a thermometer available at each entrance to measure the temperature of each of the employees and visitors that enters and exits the site. The following is equipment and processes that will need to be in place at each entrance:

NOTE: This shall be done when entering the site as well as exiting the site every time

- Employee or security available at each gate
- Every entrance to site must have a thermometer
- Every entrance shall have a sanitation bottle to sanitize every person entering the sites
- Every person shall complete the sign-in register that will enable the contractor to track the person in case of a possible positive case
- Non-essential visitors will not be allowed to enter the site
- All persons entering the site shall have a mask or a face shield on when entering, if not no access will be given to the person
- All hand sanitizers that are used must have 70% alcohol and the certificate must be available on site

Documents that need to be updated

Document control will be a critical path to ensure that all employees knows the exact risks and mitigation factors around the COVID 19 virus.

- Baseline risk assessment shall be written on COVID 19 to ensure all the risks are covered and explained to the employees
- Health and safety policy would need to be changed to address the COVID

19 pandemic

- All safe work procedures shall cover COVID 19
- COVID 19 guidelines or procedures shall be drawn up and available in the safety file and discussed with all employees. This procedure will explain how the contractor will ensure that the virus does not spread during construction. A guideline on what the process will be if an employee or a visitor is showing symptoms of the COVID 19 virus
- COVID 19 Toolbox talks shall be held with all employees to explain to the employees what the COVID 19 virus is
- Applicable Checklist & register should be in place to ensure that all the measures that are stipulated in the Clients' OHS Spec, Baseline Risk assessment, COVID19 procedure and contractor OHS Plan

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

- Sign-in register will need to be available at every site entrance where the employee or site security can write down the temperatures of the employees or Visitors
- All Health and safety related policies will need to be revised to ensure that COVID 19 is cover and explained in all of them in the applicable manner
- COVID 19 manager shall be appointed on site. This employee shall be on site full-time.

Hand sanitation points

Hand sanitation points will need to be placed at strategic places as well as the high-risk areas. The first place where sanitation station shall be placed is at all site entrances. High risk areas will be identified by the following:

- Areas where employees are in frequent and/or close contact (i.e. within 1,5 Meter of people)

The high-risk areas will have additional sanitation stations, all employees shall wear masks or face shields when working closer than 1,5 Meters from the nearest employee. Employees will be trained to wash hands more frequently or to use sanitizer more frequently.

The hand sanitizers which will be used shall have more than 70% of Ethyl alcohol. This needs to be ensured by the safety office on site as well as a Material Safety Data Sheet (MSDS) available close by for confirmation of the 70%. The hazardous chemicals register shall be available in the flammable store. This register shall also include the hand sanitizer.

Hand washing posters shall be available at all hand washing stations to ensure that all employees know what the correct way is of washing their hands to cover all the areas. Informational posters about COVID 19 shall also be visible at these areas to ensure that employees know how the virus spreads and how to prevent spreading. The sanitisation stations will need to be cleaned on a regular basis.

Cleaning & disinfecting

All work surfaces need to be cleaned and disinfected on a regular basis. The chemical that will be used to clean the surfaces must have a minimum of 70% Ethyl Alcohol and the MSDS for that specific sanitizer must be available in the safety file under the MSDS's section. Plant, site offices & construction sites shall be decontaminated before the start of the site. The contractor that decontaminated the site shall issue a certificate to explain that it has been done and explain what chemicals were used.

Offices

- All offices must have a biochemical hazardous bin with a medical waste bag that can be sealed
- The offices need to be cleaned on a regular basis
- If disposable gloves are being used, they must be discarded in the medical waste bin.
- Only employees that are working in the office will be allowed in the offices
- All visitors must arrange with office personnel if they have an appointment with one of the office employees to move outside and have the appointment outside or in a well-ventilated area and if possible, keep social distance of about 1,5Meters
- Cleaners must focus on cleaning the following areas: desks, printers, door handles, kettles, microwaves & office equipments (cabinets, staplers, punchers) etc.
- No utensils shall be shared
- All employees shall sanitise their hands before and after using building plans

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

Ablution Facilities

- All ablution facilities shall have a washing station or a sanitation station.
- Sufficient paper towels shall be available to dry-off hands after sanitizing
- All ablution facilities must have a biochemical hazardous bin, with a medical waste bag that can be sealed
- Paper towels shall be discarded into the medical waste bin provided at the ablution facilities
- Ablution facilities must always be cleaned on a more regular basis to ensure a clean surface
- Chemical toilets ratio is reduced to 1-10 employees and flush toilets ratio is reduced 1-15 employees
 - Cleaners must focus on the most touch areas when cleaning ablution facilities (toilet handles, door handles, taps, basins surfaces, toilet seats etc.)

Eating areas

The eating areas in construction is a high risk since the employees under normal circumstances would have to sit within 1,5 Meters of each other.

- Eating areas will need to be made bigger to accommodate all employees at once but still implement social distancing of 1,5 Meters at least.
- All eating areas must have a biochemical hazardous bin, with a medical waste bag that can be sealed
- All Serviettes or paper towels that were used to dry hands after using the sanitation station must be discarded in the hazardous bin. • All eating areas shall have a washing station or a sanitation station
- Lunch breaks should be staggered between contractors / employees to ensure that during lunch the social distancing of 1,5 Meters can still be implemented.
- All chairs, Tabletops and drinking water taps need to be cleaned after each lunch break
- Notice board shall be placed at the eating area to ensure that all employees see all posters and notices
- Clean drinking water need to be supplied to all employees at the eating area

Waste management

The waste management on site will be a critical path and will need to be monitored. The PPE and cleaning material that will be discarded will be medical (biological hazardous) waste. This will need to be separated from normal waste, all medical waste bins will need to have a waste bag that can seal and need to be removed by a registered service provider. Hazardous bins shall be foot operated to ensure employees do not touch the lid of the hazardous bin.

Paper towels

Paper towels shall be supplied by the contractor at all sanitation stations and washing stations for employees to dry their hands. These towel papers will be discarded in the medical waste bins. The contractor shall ensure that sufficient paper towels are in storage for a fast and effective replacements

PPE

All disposable PPE shall be discarded in these medical waste bins. Disposable PPE will be the following: dust masks, surgical masks etc.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Disinfectants

The sanitizers that will be available throughout the site if finished and not refilled will be discarded as medical waste. The contractor must ensure that sufficient stock of hand sanitizers and soaps are available in the storeroom. These chemicals and soaps shall be recorded as it is booked out of the storeroom.

Wastewater

The water that will be used at the hand washing points will need to be stored in a container with a lid. This infected water will then need to be treated before the water can be discarded in a normal municipal sewage system.

Personal Protective Equipment (PPE)

COVID 19 must be prevented from spreading by using the correct PPE. The COVID 19 virus is spread by small droplets that can enter the body at the face through the nose, mouth, and the eyes. This is the critical areas that must be protected at all costs to prevent the employees from getting the feared COVID 19 virus. The disposable PPE will be treated as biological hazardous waste as explained above in waste management

The Contractor shall supply all employees with 2 cloth masks (1 to wear, 1 to wash). The cloth masks will be checked every morning at the entrance of the gate to ensure that employees are washing their cloth masks.

If the employees are working in a high-risk area, the contractor will need to have a look at alternative measures to protect the employee's eyes as well as mouth and nose area. Face shields is a perfect example of an alternative way to protect our workers. There are different types of face shields on the market, from loose face shields with a strap to face shield and hard hat combination.

Employees will only be required to wear hand gloves when the task will require it (will be stipulated in the risk assessment). When for example the employee will do grinding work and the face shield will not last then the employee will be required to wear goggles and a normal dust mask.

Accommodation

When the contractor provides accommodation to the employees on site the following shall be in place:

- The number of employees accommodated on site must be monitored against the restrictions on the number of employees using the same ablution facilities
- Cutlery & utensils shall not be shared between employees
- Social distancing between employees (at least 1,5 Meters) when in sleeping quarters and in cooking facilities
- The employees shall practice good personal hygiene and shall sanitise areas which are used by all employees on a regular basis
- Employees shall not share any personal belongings with each other for example: clothes & towels

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Transportation

The transportation of employees shall be monitored by the site safety officer as well as site management. Transportation will be arranged that all employees always implement the social distance of at least 1, 5 Meters from each other. Employee using transportation as well as drivers will always wear masks to prevent the spread of the virus. Employees shall sanitize their hands before using transportation and after using transportation. Transporting employees in big numbers must always be avoided if possible. All transport shall be disinfected before and after use. If employees drive with personal transport, sufficient parking must be made available

COVID 19 Signage's

The applicable signages shall be displayed at all the applicable places for example all the notice boards that are identified in this document. The contractor shall as far as reasonably practicably post posters about COVID 19 to ensure that all employees know the essential information of the virus. The signages will be essential to show employees with the use of pictograms what are the most important factors to keep in mind on site. All hand sanitation stations shall have a sign that states it is a sanitation station and while have a poster to explain to employees exactly how to wash their hands to prevent getting infected.

The site entrances shall get additional signages to explain to visitors and employees the applicable PPE for the site.

COVID 19 Posters

The contractor will be responsible to display posters on all notice boards on site as stipulated to ensure that employees are informed of the COVID 19 virus. The responsibility is with the contractor to communicate these posters to the employees and to train them on all the precaution measures and to keep them informed.

3 Omissions from the Site-Specific Health and Safety Specifications

Every endeavour has been made to address the most critical aspects relating to Health and Safety issues to assist the contractor in adequately providing for the Health and Safety of employees on site. However, the Principal Contractor is required to ensure that they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety File.

PRIMARY HEALTH AND SAFETY COMPLIANCE

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Project: Upgrading of Siyabuswa “A” (Maqhawe) Bus and Taxi Route

ANNEXURE A

The Principal Contractor and Contractors must submit compliance with Annexure ‘A’ before commencing with work on site. **Compliance with Annexure ‘A’ must be maintained and proven to the Safety Agent at audits.**

HSS Item no.	Requirement	Legal Reference	Compliance required:
A1	Health & Safety Plan (H & S Plan)	Constructions Regs.	Withing one weeks of receipt of these specifications
A2	Notification of intention to commence construction / building work	Complete schedule 1 (Construction Regs.)	Before commencement on site
A3	Assignment of responsible persons to supervise construction work	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Before commencement on site
A4	Competence of responsible persons in the form of CV’s related work history of appointees	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Together with H & S Plan
A5	Compensation for occupational injuries and diseases – proof of registration and in good standing	COIDA or FEMA	Together with H & S Plan
A6	Health and safety organogram showing all safety management portfolios and positions	Dr JS Moroka Local Municipality requirements	Together with H & S Plan
A7	Initial hazard identification and risk assessment document	Construction regulations	Together with H & S Plan
A8	Fall protection plan (first draft) as defined in the construction regulations	Construction regulations	Together with H & S Plan

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

HSS = health & safety specifications
OHS Act = occupational health & safety Act
CR = construction regulations
COIDA = compensation for occupational injuries and diseases Act

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

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

Witness:

ASSIGNMENT OF PRINCIPAL CONTRACTORS' AND CONTRACTORS' RESPONSIBLE PERSONS

Project: Upgrading of Siyabuswa "A" (Maqhawe) Bus and Taxi Route

ANNEXURE B

The Principal Contractor must make all the management appointments as set out below. Compliance with annexure 'B' to be maintained and proven to the safety agent at audits (Further appointments could become necessary as the project progresses).

Item no.	Appointment	Legal Reference	Requirement
B1	CEO Assignee	Section 16(2)	A competent person to assist the CEO in achieving compliance with the OHS Act – P/Contractor's / Contractor's Responsible person
B2	Construction Work Manager	CR 8(1)	A full time competent person to Supervise and be responsible for health & safety related issues on site. The person is appointed by the Section 16(2)
B3	Assistant Construction Work Manager	CR 8(2)	A full time competent person(s) to assist the CR 8(1) appointee with daily supervision of construction work safety. One of the CR8(2) appointees must be designated to fulfil the role of the CR6(1) when such person is not on site. Make this clear in the appointment letter
B4	Health & Safety Representative(s)	Section 17	A competent person(S) to be appointed to represent the workforce in H & S matters. Reps may attend safety meetings, conduct monthly site audits, attend incident / injury investigations and make recommendations as far as H&S goes.
B5	Health & Safety Committee Member(s)	Section 19	H&S reps, site supervisors / foreman and the safety officer should make up the committee, with the CR8(1) appointee chairing the committee.
B6	Incident Investigator	GAR 9	A competent person to head up the investigation team and co-ordinate incident / injury investigation on site.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B7	Risk assessment co-ordinator	CR9	A competent person to co-ordinate the drafting / reviewing / distribution of risk assessments on behalf of the principal contractor. The same applies to contractors. NQF Level 5
-----------	------------------------------	-----	---

B8	Fall protection plan co-ordinator	CR10	A competent person to co-ordinate the drafting / reviewing / distribution of Fall Protection Plan. The same applies to contractors. NQF Level 4
B9	Emergency plan co-ordinator	Contractor Needs to be in line with service station ERP	A competent person to co-ordinate the drafting / reviewing / distribution of the site emergency procedures / evacuation plan. Such person must be fulltime on site so as to take charge of emergency situations.
B10	First Aider(s)	GSR 3	A certified person to address first aid situations and take charge of injuries. Level 1 certificate
B11	Lifting machine and lifting tackle supervisor	DMR 18	A competent P/Contractor employee to co-ordinate the management of lifting machines and tackle, ensuring that such equipment is safe for use at all times, inspected when necessary and repaired when required. The operators, banks men and contractors to liaise with this person
B12	Scaffolding inspector	SANS 10085 – 2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
B13	Scaffold supervisor (P/Contractor)	SANS 10085 – 2004	A competent P/Contractor employee to supervise all scaffolding on site, ensuring that scaffolds are safe for use, inspected, extended / altered, repaired when required and that all trades are coordinated and authorised to work on such scaffolds
B14	Scaffolding erector	SANS 10085 – 2004	A competent person(s) to erect scaffolding – leader of the scaffold team

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B15	Formwork & support work supervisor (Temporary Works)	CR12	A competent person to supervise all formwork & support work erection & dismantling. This person must also ensure that the equipment is safe and that all the necessary inspections (pre, during, post & every day thereafter) are carried out & records kept by the competent inspectors. Design drawings must be available to this supervisor.
B16	Excavation supervisor / inspector	CR13	A competent person to supervise & inspect excavation work (daily) and ensure that excavations are safe. Records of inspections must be kept by this person.
B17	Ladder inspector	GSR13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
B18	Stacking supervisor	CR28	A competent person to supervise all stacking and storage operations
B19	Explosive powered tools inspector / supervisor	CR21	A competent person to inspect & clean the tool daily, store the tool in a safe location, ensure that cartridges are signed out and in, and control all operations thereof.
B20	Temporary electrical installations inspector	CR24	A competent person to inspect all temporary electrical installations. Including weekly inspections and record keeping.
B21	Portable Electrical Tool Inspector	CR 24	A competent person to co-ordinate / inspect portable electrical tools, leads and plugs.
B22	Fire-fighting equipment inspector	CR29	A competent person to co-ordinate & inspect fire-fighting equipment. Including ad-hoc checks and monthly inspections with records kept.
B23	Construction vehicles & mobile plant supervisor	CR23	A competent person(s) to co-ordinate the safety of all construction vehicles & mobile plant. Ensuring that daily inspections are done and records kept, that safety measures are in place, that operators are certified and authorised to operate and that maintenance and services are carried out when required.
B24	Construction safety officer	CR8(6)	A competent person to fulfill the functions as set out in these HSS

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

2.

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

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

Witness:

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

GENERAL COMPLIANCE REQUIREMENTS

Project: Upgrading of Siyabuswa “A” (Maqhawe) Bus and Taxi Route

ANNEXURE C

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with annexure ‘C’ at audits conducted by the safety agent.

Item no.	What	When	Output	Reviewed by Dr JS Moroka Local Municipality's Agent
C1	Construction – phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status of Contractors health & safety plans	
C2	Health & Safety File(s)	Open file when construction begins and maintain throughout	Have file on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.	
C3	OHS Act and relevant Regulations	Monthly review	To be kept in the health & safety file on site.	
C4	Health & Safety Induction training, PTW Procedures	Every worker before he/she starts work	Attendance registers to be kept	
C5	Awareness Training (Tool Box Talks)	At least once a week	Attendance registers to be kept	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept	

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C7	Health & Safety Reports	Monthly	<u>Report covering:</u> - Incidents / injuries and investigations - Non conformances by employees & Contractors – reports - Internal H&S audit reports	
-----------	-------------------------	---------	---	--

C8	Audits on contractors	Monthly	<u>Report covering:</u> - H&S File / Plan - WCA status - Appointment letters - Section 37(2) agreements - Risk assessment & safe work procedures - Physical site inspection - Any other contractor specific requirements	
C9	Emergency procedures	Monthly evaluation of procedure	Compile written procedure as well as tel. Numbers	
C10	Risk assessments & fall protection plan	Updated and signed off	Documented risk assessments to be available	
C11	Method statements	Drawn up and distributed before workers are exposed to the risks	Documented set of method statements reviewed and signed off.	
C12	General Inspections	Daily	<u>Report OHS Act compliance:</u> - Excavations - Portable electrical tools - Formwork & support work - Explosive powered tools	

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C13	General Inspections	Daily	• Scaffolding • Temporary Electrical Installations	
C14	General Inspections	Monthly	• Fire-fighting equipment • Ladders	
C15	General Inspections	Monthly	• Lifting tackle • Oxy-acetylene cutting & welding sets • Fall prevention and arrest equipment	
C16	General Inspections	6-Monthly	• Lifting machines	
C17	Load tests / performance tests	Annually / once erected, before use	• Lifting machines	
C18	List of Contractors	List to be updated weekly	Compile a list of contractors: Name, supervisor, company tel. Numbers and trade.	
C19	Workman's Compensation	Ongoing	Compile a list of Contractors workman's Compensation proof of good standing.	
C20	Construction site rules & Section 37(2) Mandatary Agreements	Ongoing	Compile a list of all signed up Mandataries. Proof of agreement documents to be kept in H&S file.	

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

OCCUPATIONAL HEALTH & SAFETY – HEALTH & SAFETY COSTS TO BE INCLUDED IN THE PRINCIPAL CONTRACTORS' / CONTRACTORS' PRICE

Project: Upgrading of Siyabuswa "A" (Maqhawe) Bus and Taxi Route

ANNEXURE D

In terms of the Construction Regulations (2014), it is Dr JS Moroka Local Municipality's duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment. Acting on behalf of Dr JS Moroka Local Municipality, we require the following health & safety costs to be included by the Principal Contractor. It must be made noticeably clear that these are just some of the health & safety costs to be included in your tender price. It is the duty of the Principal Contractor and Contractors to ensure that all aspects of the Occupational Health & safety Act 85/1993 and Construction Regulations are catered for.

Pricing for Occupational Health and Safety measures should include the following if applicable:

4.4	Hazard Identification Training
4.5	Training of Personnel working at heights
4.6	Construction Plant Training
4.7	Legal Liability (OHS ACT) Training
4.8	COID ACT Training
4.9	Scaffold Erector and Inspector Training
4.10	Any other: Contractor to specify: Working at elevated surfaces
5	Occupational Health and Safety Administration
5.1	Development of a Site-Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person.
5.2	Development of Fall Protection and Rescue Plan by a Competent Fall Protection Plan Developer.
5.3	Competent Occupational Health and Safety Officer/Consultant.
5.4	COVID-19 Requirements
6	Medical Surveillance
6.1	Medical Certificates of fitness for all Employees by an Occupational Health Practitioner.
6.2	Medical Certificates of fitness for all EPWP Employees by an Occupational Practitioner during the duration of the Construction Project.
7	Facilities and Equipment
7.1	Sanitary facility for each sex and for every 30 workers.
7.2	Changing facilities for each sex.

203

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

7.3	Sheltered eating areas
7.4	First aid boxes
7.5	Fire extinguishers
7.6	Waste bins
8	Safety Signages
8.1	Sufficient and adequate safety signages on construction sites and at all flammable stores.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

ANNEXURE E

The Occupational health and Safety File must consist out of the following documentation:

INDEX

1	Appointment Letter from Dr JS Moroka Local Municipality.
2	Notification of Construction work.
3	Letter of Good standing - COID
4	Copy of Public Liability Insurance Policy and UIF Registration
5	Health and Safety Specifications
6	Scope of Work
7	Tool and Machinery list
8	Method Statement of all work that will be conducted.
9	Risk Assessment Guide / Procedure
10	Baseline Risk Assessments
11	Safe Work Procedures for all Risks
12	Health and Safety Information from Designer
13	Medical Certificates/Copy of ID'S and Personal Information
14	All Health and Safety Related Policies
15	Section 37.2 Agreements
16	Induction Training Information
17	Site Specific Emergency numbers and Emergency Plan
18	Site Specific Fall Protection and Rescue Plan
19	Site Specific Health and Safety Plan
20	Incident / Accident Management Control
21	Traffic Management Plan
22	Contractor Control Procedures
23	Environmental Management
24	Hazardous Chemical Substance Register and MSDS
25	Example of Monthly Health and Safety Report
26	COVID – 19 Management Plan
27	Health and Safety Organogram and Occupational Health and Safety (Construction) Appointments – With Competencies
28	Certificates for all lifting equipment
29	Sample of all registers that will be used on site.
30	Copy of Construction Building Plans (A4)
31	Copy of the Occupational Health and Safety Act and Construction Regulations 2014

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

ANNEXURE F

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (Regulation 4 of the Construction Regulations. 2014)

NOTIFICATION OF CONSTRUCTION WORK

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

- (b) Name and tel. No of principal contractors' contact person:

2. Principal contractors' compensation registration number:

3. (a) Name and postal address of Dr JS Moroka Local Municipality:

- (b) Name and tel. No of Dr JS Moroka Local Municipality's contact person or Agent:

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

- (b) Name and tel. No of Designer(s) contact person:

5. Name and telephone number of principal contractors' construction supervisor on site appointed in terms of regulation 8(1).

6. Name/s of principal contractors' sub-ordinate supervisors on site appointed in terms of regulation 8(2).

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

8. Nature of the construction work:

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

1. Nature of the construction work:

2. Expected commencement date: _____

3. Expected completion date: _____

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

Total: _____ Male: _____ Female: _____

5. Planned number of contractors on the construction site accountable to principal

Contractor: _____

6. Name(s) of contractors already selected.

Principal Contractor

Date

Dr JS Moroka Local Municipality's Agent (where applicable)

Date

Dr JS Moroka Local Municipality

Date

☐ THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

☐ **Copies:**

1. **Original** to Department of Labour

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

BASELINE RISK MATRIX	HAZARD EFFECT / CONSEQUENCE				
	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Loss Type					
Timeline	No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	May result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget	No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment Return – NPV loss	Less than R5m	R5m to less than R50m	R50M to less than R500m	R500m to R5b	R5b or more
Quality	No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that requires immediate management action	Significant quality issues that requires senior project management interaction	Significant quality issues that requires sponsorship intervention with significant resource and cost implications for rework
Safety / Health	First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Environment	Minimal environmental harm – L1 incident	Material environmental harm – L2 incident remediable short term	Serious environmental harm – L2 incident remediable within LOM	Major environmental harm – L2 incident remediable post LOM	Extreme environmental harm – L3 incident irreversible
--------------------	--	---	--	--	---

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

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

Witness:

Reputation / Social / Community		Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	Considerable impact - regional public concern	National impact - national public concern	International impact - international public attention
LIKELIHOOD		RISK RATING				
5 Almost Certain	The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring	11 Medium	16 Significant	20 Significant	23 High	25 High
4 Likely	The unwanted event has a probability of between 60% and less than 90% of occurring	7 Medium	12 Medium	17 Significant	21 High	24 High
3 Possible	The unwanted event has a probability of between 30% and less than 60% of occurring	4 Low	8 Medium	13 Significant	18 Significant	22 High

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

BASELINE RISK ASSESSMENT

N O	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM	BY WHEN
1.	PRE-CONSTRUCTION - SITE ESTABLISHMENT						

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

	Incompetent persons Uncontrolled site establishment activities Incorrect stacking procedures	• Injuries during off loading • Damage to property and or vehicles • Cuts and burns • Rushed activities • Incorrect supervision • Management team not identifying existing services • Trip and fall • Cuts • Collapsing of stacks • Incorrect manual handling – back injuries	• Hand and back injuries • Dropping of equipment • Physical injuries • Incorrect manual handling • Potentially fatal accidents • Loss of limbs • Lost time injuries • Medical treatment cases • Financial claims	12	• The principal contractor must ensure that site is established at the correct location as identified by the Client. • Principal contractor's OHS file must be approved prior to site establishment begins – aligned to New Construction Regulation 2014 • All workers on site must be declared medically fit by an Occupational Health Practitioner. (Annexure 3) • Site –induction must be given to	– Construction Supervisor – Contractor Safety Officer – Construction Supervisor	Before construction commences
--	---	--	--	----	--	--	-------------------------------

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

					all employees to make them aware of the specific hazards • Proof of this should be placed on the OHS File. • Before the commencement of this phase a site-specific risk assessment must be conducted by a competent risk assessor. • All the employees involved must be inducted on the risks; proof of this would be signing off on these risks. • Site specific safe work procedures must be followed		
--	--	--	--	--	---	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

					during these activities. • Relevant toolbox talks must also be held with employees. • The contractor must ensure that the correct		
--	--	--	--	--	---	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

					serviceable tools are available during this phase. • Employees must be issued with correct PPE before works begin		
--	--	--	--	--	--	--	--

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

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

Witness:

	Offloading heavy equipment and containers with mobile cranes.	- Defective mobile crane can cause accidents - Damage lifting tackle - Unsecure offloading area could cause accidents - Damage to property	- Serious injury and fatalities - Standing time - Lost time injuries 1st Aid medical treatment cases - Financial implications	13	- All lifting equipment including the mobile crane must be checked before allowed on site. - Ensure that the correct mobile crane to be used for the offloading process. - Safe Working Load must be clearly displayed on the crane. - Load test certificate will be submitted to the client. - Rope and or sling certificates must be submitted to the client.	- Construction Supervisor - Lifting tackle Inspector - Construction OHS officer	During site establishment
--	---	---	--	----	---	---	---------------------------

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

						• Only competent operators will be allowed to operate the mobile crane. • Daily checks as per checklist by operator. • Should a service provider be used these documentations must be approved by the principal contractor's OHS Officer. • Copies must be put on the OHS file • Lifting tackle to be inspected daily. • Material to be stacked on firm and level ground.		
--	--	--	--	--	--	--	--	--

217

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

						- Stacking to be supervised by a competent supervisor. - Adequate storage area to be provided		
--	--	--	--	--	--	--	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

					• All unstable stacks to be dismantled and stacked over, in pre-determined area		
	Site security and fencing: – Fence with lockable gates – 24 security deployed – Fire prevention – All required OHS signage – Accommodation of offices	• Theft of property • Fires • Unsafe conduct by visitors	• Financial losses • Loss of equipment / documentation • Lost time due to theft • Production time lost • Injuries to visitors.	5	• All visitors must report to site office. • All visitors must also be inducted. • Checklist signed by supervisor and filed by safety officer	– Construction Supervisor. – Security	During Site Establishment / Ongoing

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

	Housekeeping:	• Inadequate storing facilities. • Damage to material and equipment. • Accumulation of waste. • Environment pollution. • Facilities for employees. • Electrical installations	• Serious injuries • Electrocution • Environmental impact • Personal injuries • Lost time in production • Damage to equipment and material. • Injuries to occupants and visitors of	9	• Use site establishment checklist to ensure compliance with all items • Toilet facilities & staff welfare as per Construction Reg 2014 • Toilets 1:30(regular service) • Correct storing facilities for	– Construction Supervisor – Staff Welfare Inspector – Safety Officer – Qualified Electrician.	During Site Establishment / Ongoing
--	---------------	--	---	---	---	--	-------------------------------------

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

			Olympic Towers		hazardous chemicals. • Correct signage for all storage of hazardous materials • Proper storing facilities for tool and equipment. • Adequate waste bins available. • Regular cleaning of these bins • Waste recycling is encouraged. • A COC certificate for temporary electrical installations by a register competent		
--	--	--	----------------	--	---	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

					electrician.		
2. CONSTRUCTION							
NO	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM	BY WHEN

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

1	Excavations and Trenches	• Excavate with excavator to the specific level • Trip and fall • Collapsing soil • Machine struck employees	• Fatalities • Serious injuries • Lost times injuries	18	• Method statements • Issue base risk assessments • Employees must be visible always	• Construction Supervisor • Excavation Supervisor • Construction OHS Officer	
---	--------------------------	---	---	----	--	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

		• Hand injuries by excavation by hand • Incorrect manual handling	• Accidents due to defective machines • Damaging services Over excavation • Dust • Electrocutation when damaging electrical services • Damage to services • Employees not visible to machine operator • Material falling in excavations while employees are working in excavations • Inadequate access and		• Direct supervision. • Well trained operators • Level on survey profiles clearly indicated • Proper communication between supervisor and operators • Induct employees on safe working procedures • All excavations must be inspected daily • Provide ladders ever 6 m for access in and out of excavations deeper than 1.5 m • Excavated		
--	--	--	---	--	--	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

			• exit points Employees may strain • muscles to get		material to be placed away from side of excavation • Sides of excavation to be shored (if necessary) and		
--	--	--	--	--	---	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

			into or out of excavations		barricaded immediately - Excavations should be backfilled as soon as possible after excavation - Keep area barricaded with hard barricading until backfill is done.		
2	Excavation Filling Trenches	- Hard rock material - Risk of collapsing excavations - Seepage of subterranean water - Employees inhaling dangerous fumes - Skin contact with hazardous substances	- Manual handling injuries - Lost time injuries - First aid treatments	18	- Method statements - Issue base risk assessments - Inspections by excavation supervisor - Proper train operators - Location of services - Construction supervisor	- Construction supervisor - Construction OHS Officer - Excavation Supervisor - Civil Engineer - Hazardous Chemical Supervisor	

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

2.

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

3	Traffic Accommodation	• High volume of traffic • Accidents while placing road signage • Pedestrian injuries & fatalities • Injury/fatality while setting out	• High speed vehicles could lead to fatalities • Injury/fatality to flagmen • Injury/fatality to workers	18	• Approval of road traffic management plan • Emergency procedures must be included in the traffic	– Construction Supervisor – Traffic Control Officer – Flagmen – Qualified Operators	
---	-----------------------	---	--	----	--	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

		signs/measurement s • Workers fatality	measuring lay- out & placement of signs • Road traffic accidents to poor visibility or wrong traffic signage • Lost Time Injuries due to event of accident • 1 st Aid medical treatment cases • Damage to road signage • Incompetent flagmen could lead to major incidents or fatalities		management plan. • workers/perso n nel on road traffic management plan • Induct all workers on R/A and SWP • Appoint designated competent traffic control officer • This appointment must be a fulltime employee. • Toolbox Talk on traffic control • Correct signage as per traffic management plan • Correct setting out of traffic signage • Training of flag		
--	--	--	--	--	---	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

					personnel • High visibility of all workers • Monitoring programme		
--	--	--	--	--	--	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

					• Daily checks of signage • Emergency plan for incident to be communicated man-job specification		
--	--	--	--	--	---	--	--

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

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

Witness:

4	Regulating Traffic – Flagmen Operations: Partial Lane Closure	• Serious injuries/fatalities • Heat exposure to workers • Hit & run accidents • Flying objects form loose stones • Damage to construction vehicles • Damage to traffic signage • Working positions of flag personnel. • Not proper communications between traffic officials.	• Poor visibility could lead to vehicles ignoring traffic signs • Poor lay-out of signs could lead to traffic accidents (major) or fatalities • Standing time • Flagmen ran over by speeding traffic could lead to fatality • Flag personnel not on designated positions due to tiredness. • Lack of proper communication	21	• Installation of road traffic signs & regulating according to installation inventory • Trained flagmen • Flagmen working in shifts • Always insure good visibility • Radio communication between flagmen • Implement: Advance warning are, transition area; buffer zone; work zone termination area • Correct high visibility vests & PPE • Correct symbolic signage	• Construction Supervisor • Flagmen: Qualified • Traffic control officer • 1st Aider • Emergency Coordinator	
---	---	--	--	----	--	---	--

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

2.

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

			s can lead to accidents.		• Correct appointments of relevant personnel during these operations. • Planned Job Observations • Daily start-up procedures & closure • Replacement of broken traffic signs & traffic cones		
--	--	--	--------------------------	--	---	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

5	Fire Protection	• Inadequate and wrongly placed fire equipment can cause delay in dealing with fire should it occur • Poor housekeeping • Falling objects • Hand Injuries • Back Injuries • Strains • Non-availability of fire equipment's • Untrained personnel using wrong type of equipment to extinguish the fire	• LTI • Medical Cases / 1st Aid Cases • May result in overall project overrun • Trip slip and falls • Serious injuries or possible fatalities when fire gets out of control • Damage to property • Medical treatment • Bruises, cuts, broken limb	18	• Adequate fire equipment to be provided and placed at suitable location • Monthly checklist of all fire equipment's • Provide training and have fire drills periodically • Store material in demarcated areas • Cigarettes to be extinguished properly and thrown into rubbish bins	• Construction Supervisor • Foreman • Fire Fighting Team • First Aider • Fire prevention supervisor	Ongoing
---	-----------------	--	---	----	--	---	---------

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

		delays in searching for fire extinguisher • Fire alarm not functional or inaudible • Access blocked and people trapped inside; firefighting team not able to obtain access • Shortage or nonoperation of firefighting equipment • Overcrowding and exit point during fire	• 1st aid case treatment • Loss of life		• Ashtrays and waste bins to be emptied daily • Fire escape routes and assembly points to be determined and clearly marked • All workers must use appropriate PPE, • Close supervision • Discuss risk assessment with workers • Induction training • Toolbox talks training		
--	--	---	---	--	---	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

7	Ergonomic	• Repetition movements resulting in MSD'S • Grip force with hands, wrist, arms resulting in muscle fatigue and inflammation of the muscles and tendons • Lift /lower force activities that could result in lower back injuries	• Lost time injury • Medical treatment incidents • Body injuries • Heat exhaustion	18	• Employees trained to recognise MSD symptoms • Encourage early reporting of MSD symptoms • Re-evaluate work procedures • Ensure regular resting periods • Employees need proper training in lifting practises	• Construction Supervisor • Construction OHS Officer All employees • First aider •	Ongoing
---	-----------	--	---	----	--	---	---------

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

		• Working in awkward positions • Extreme temperatures • Activities that result in hand arm vibration that could result in MSD and white finger syndrome			• Job task observations • Mechanical lifting where possible • Redesigned tasks • Trained first aider • Sufficient fresh water hourly (600 ml) • Sunscreen should also be available • Equipment with lowest vibration be used • Proper maintenance schedules must be in place • Proper medical surveillance program in place • Vibrating reducing hand		
--	--	---	--	--	--	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

					gloves must be used.		
--	--	--	--	--	----------------------	--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

BASELINE RISK ASSESSMENT: CORONAVIRUS –COVID-19

NO	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM
1.	COVID - 19	- Business interruptions (Services / production) - Ill health of Employees - Financial loss - Social instability - Procurement processes under pressure - Labour unrest and strike action - Unavailability of PPE - Stock piling of products and food - Uncontrollable inflated prices on certain products - Public transport shut down - Abuse of privileges (special leave ect) - Lack of communication to all employees - Fake news - Social Distaining	- Coughing - Runny nose - Fever - Shortness of breath - Sore throat - Pneumonia - Multi – organ failure - Fatal	24	Occupational Health and Safety Unit recommend the following: ➤ Proper information sharing to all employees ➤ The bulk of information should be around Personal Hygiene ➤ Visual information posters at all Municipal buildings ➤ Train cleaners on properly cleaning methods ➤ Train in small groups (LES < 5) Health and Safety Reps to assist with toolbox talks to all employees ➤ Employees must be trained on the correct use of issued PPE and hand sanitizers ➤ SBU'S with employees working outside the office environment must have the same precautionary measures in place for each team (vehicle) this must include sufficient water and sanitizers. ➤ Human Resources must issue a clear guideline in terms of special leave during this time ➤ All entrances to Municipal Building must be manned by someone with hand sanitizer to sanitize people entering (employees / visitors) ➤ It would also be advisable to have non touch thermometers for screening purposes ➤ All SBU'S should be issued one and when an employee's temperature is above 38 degrees he must be send home.	- All SBU Managers - OHS - All Health and Safety Representatives - Appointed Municipal Contractors - All Municipal Construction Sites - Crisis Management Team

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C3.4.3.2

ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.4.3.2.1	SCOPE
C3.4.3.2.2	DEFINITIONS
C3.4.3.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.2.4	LEGAL REQUIREMENTS
C3.4.3.2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.4.3.2.6	TRAINING
C3.4.3.2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.4.3.2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.4.3.2.9	RECORD KEEPING
C3.4.3.2.10	COMPLIANCE AND PENALTIES
C3.4.3.2.11	MEASUREMENT AND PAYMENT

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

C3.4.3.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Agency Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.4.3.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month. The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required. There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

- The type of construction activity.
- Locality where the activity will take place.
- Identification of the environmental aspects and impacts that might result from the activity.
- Methodology for impact prevention for each activity or aspect.
- Methodology for impact containment for each activity or aspect.
- Emergency/disaster incident and reaction procedures.
- Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original. The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract. The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

C3.4.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the

245

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections. The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the Tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer
In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The South African Heritage Research Agency (SAHRA) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory. Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.9. RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings. Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

THE FOLLOWING PENALTIES SHALL APPLY FOR ENVIRONMENTAL VIOLATIONS:

A) UNNECESSARY REMOVAL OR DAMAGE TO TREES

- 2600MM GIRTH OR LESS : R 5 000 PER TREE
- GREATER THAN 2600MM, BUT LESS THAN 6180MM GIRTH : R10 000 PER TREE
- GREATER THAN 6180MM GIRTH : R30 000 PER TREE

B) Serious violations:

- Hazardous chemical/oil spill and/or dumping in Non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R 1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

C) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident
- Dumping of milled material in side drains or on grassed Areas : R1 000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed. Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.11. MEASUREMENT AND PAYMENT

"The cost of complying with this specification shall be deemed to be included in the rates tendered for this contract."

Item

Unit

C100.01	Penalty for unnecessary removal or damage to trees for the following diameter sizes	
(a)	2600mm girth or less	number (No)
(b)	Greater than 2600mm, but less than 6180mm girth	number (No)
(c)	Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item

Unit

C100.02	Penalty for serious violations	
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b)	General damage to sensitive environments	
(c)	Damage to cultural and historical sites	number (No)
(d)	Pollution of water sources	number (No)
(e)	Unauthorised blasting activities	number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item

Unit

C100.03	Penalty for less serious violations	
•	Littering on site	number (No)
•	Lighting of illegal fires on site	number (No)
•	Persistent or un-repaired fuel and oil leaks	number (No)
•	Excess dust or excess noise emanating from site	number (No)
•	Dumping of milled material in side drains or on grassed areas	number (No)
•	Possession or use of intoxicating substances on site	number (No)
•	Any vehicles being driven in excess of designated speed limits	number (No)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

- | | |
|--|-------------|
| • Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife | number (No) |
| • Illegal hunting | number (No) |
| • Urination and defecation anywhere except in designated areas | number (No) |

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

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

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

Witness:

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

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

2.

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

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply	Selection of site Preserve indigenous vegetation	Selection of site Preserve indigenous vegetation	Preserve indigenous vegetation Preserve topsoil	

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

2.

Witness:

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Spillage Storage	Preserve topsoil	Preserve topsoil	Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

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

2.

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

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

260

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

C3.4.3.3.1	SCOPE
C3.4.3.3.2	GENERIC TRAINING
C3.4.3.3.3	ENTREPRENEURIAL SKILLS TRAINING
C3.4.3.3.4	MEASUREMENT AND PAYMENT

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

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

Witness:

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured Progressive training programme.

C3.4.3.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

COURSE DESCRIPTION	ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1 ROAD SAFETY FOR CONSTRUCTION WORKERS		
2 FLAGMEN		
3 CONCRETE HANDLING, PLACING AND FINISHING		
4 GUARDRAILS		
5 BITUMINOUS ROAD SURFACING		

C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.4.3.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

C3.4.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

C3.4.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

I n addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

ITEM	UNIT
BE12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

C3.4.3.5 HIV/AIDS REQUIREMENTS

CONTENTS

SH 01	SCOPE
SH 02	DEFINITIONS AND ABBREVIATIONS
SH 03	HIV/AIDS EDUCATION AND TRAINING
SH 04	PROVIDING WORKERS WITH ACCESS TO CONDOMS
SH 05	ENSURING ACCESS TO HIV/AIDS TESTING AND COUNCILLING
SH 06	MONITORING

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

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

Witness:

C3.4.3.5 HIV/AIDS REQUIREMENTS

SH 01 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers

Informing Workers of their rights with regard to HIV/AIDS in the workplace

- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

SH.02 DEFINITIONS AND ABBREVIATIONS

SH 02.01 DEFINITIONS

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

SH 02.02 ABBREVIATIONS

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

SH 03 HIV/AIDS EDUCATION AND TRAINING DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

SH 04 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain

266

Bidder:
Initial: Authorised signatory/ies: 1.

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

2.

Witness:

condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

SH 05 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

SH 06. MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

PART C4: SITE INFORMATION

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

Witness:

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

PART C4: SITE INFORMATION

C4.1	SITE INFORMATION.....	270
C4.2	LOCALITY PLAN	271

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

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

Witness:

C4.1 SITE INFORMATION

C4.1.1 Material site investigation

Geotechnical investigation for the road was carried and the fieldwork comprised Test Pits (Soil Profiles) and Dynamic Cone Penetrometer tests

A total of 02 test pits were excavated to a maximum depth of 1m employing a TLB type hydraulic excavator. The test pits were excavated at 250m intervals targeting areas that are more deteriorated. Dynamic Cone Penetrometer (DCP) Tests were carried at the location of the test pits.

Groundwater Occurrences

There are no major rivers, streams and/or drainage channels that traverse the site. No groundwater seepage was encountered in any of the test pits excavated on site however where the road crosses the stream, it may thus be expected that ground water may be present at shallow depth below the ground level in these region.

C4.1.2 Working Drawings

Working drawings and other information will also be made available to the successful tenderer.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C4.2 LOCALITY PLAN



Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

PART C5: ANNEXURES

C5.1 PROFORMA DOCUMENTS C.215

C5.2 CONTRACT DRAWINGSC.281

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

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

C5.4 PROFORMA DOCUMENTS

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful Tenderer.

C5.1.1	EXAMPLE OF ABE DECLARATION AFFIDAVIT	C.216
C5.1.2	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	C.277
C5.1.3	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	C.278
C5.1.4	FORM RDP 11(E) : GENERIC TRAINING REPORT	C.278
C5.1.5	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	C.279
C5.1.6	FORM RDP 13(E) : ENGINEERING TRAINING REPORT	C.279
C5.1.7	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT	C.281

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

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

Witness:

C5.1.1 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
Postal address :
Telephone no. : Fax no
Contact person :
VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

275

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Notes to Tenderer:

Under column 1 state the assignment or contract (e.g. Contract XYZ0103): Construction of rural roads) and follow this with the work carried out (e.g. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,, being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

Telephone no.

Commissioner of Oath

Date

Note: In the case of Company a certificate of authority for signatory must be provided.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

EXAMPLE

C5.1.2 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2013										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
TOTALS										
GRAND TOTALS										

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

C5.1.3 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2013				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

C5.1.4 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2013										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED			
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

TOTAL ALL TRAINEES

--	--

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

EXAMPLE

C5.1.7 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2013						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

C5.2 CONTRACT DRAWINGS

The following is a list of contract drawings included in the document

DRAWING NO.	REV	DRAWING DESCRIPTION
P00	A	LOCALITY PLAN
P01	A	LAYOUT PLAN
L01	A	LAYOUT PLAN AND LONGITUDINAL SECTION FROM CHAINAGE 0 TO CHAINAGE 532
L02	A	CROSS SECTION FORM CHAINAGE 0 TO CHAINAGE 532
L03	A	STORMWATER LAYOUT PLAN
T01	A	TYPICAL CROSS SECTION
T02	A	TYPICAL SPEED HUMP DETAIL
T03	A	NAME BOARD
T04	A	DETAILS OF STORMWATER CANAL
T05	A	FLOOR SLAP REINFORCED DETAIL 2X900, 600 BOX CULVERTS

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

APPENDIX B: TYPES OF INFRASTRUCTURE WHICH ARE SUITABLE FOR CONSTRUCTION USING LABOUR INTENSIVE METHODS

B.1 Roads

The following operations may be carried out using labour intensive methods:

1. Site clearance
2. Layer work construction including loading, hauling and spreading material.
Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour-intensive methods.
3. Where high categories of roads are to be constructed, the following operations may be included:
 - Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams.
 - Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
 - Slurry treatments to existing or new road surfaces.
 - In situ concrete roads.
 - Segmented block paved roads.
 - Cast in-situ block pavements (hysen-cells);
 - Road markings.
4. Fencing.
5. Erection of road signs.
6. Grass maintenance.
7. Road reserve maintenance.
8. Rubble masonry bridges, culverts and retaining walls

B.2 Stormwater

The following operations may be constructed using labour-intensive construction methods:

1. Gabions and Reno mattresses.
2. Small diameter pre-cast concrete elements (pipes and arches).
3. Grassed or lined water channels

B.3 Sewers

The following operations may be constructed using labour-intensive construction methods:

1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
2. Sewer manhole covers and lids using specially designed pre-cast units.
3. Maturation or flocculation ponds with least dimension not exceeding 100m.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

B.4 Water

The following operations may be constructed using labour-intensive construction methods:

1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
2. Construction of ferro-cement reservoirs.
3. Excavation for membrane lined and floating roof reservoirs.
4. Construction of small masonry reservoirs.
5. Spring and well protection measures

B.4 Haul of Material

Where the haul of any material exceeds 200m, consideration should be given to the use of local resources for transporting material. This includes the use of animal-drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and off-loading can be done by hand.

B.5 Electricity

The following operations may be constructed using labour-intensive methods:

1. Excavation of trenches for reticulation of all voltages.
2. Excavation for and erection of poles for overhead lines.
3. Installation of all electricity cables (joints and terminations by qualified persons).

B.6 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

1. Manufacture of masonry elements on site.
2. Excavation of all foundation trenches by hand.
3. Manufacture of roof trusses on site.
4. Adoption of the BESA System

- Note:
- 1) In the BESA system walls are constructed using bitumen emulsion stabilised adobe blocks and mortar. External and internal wall surfaces can be finished in a variety of ways using a mortar mix or a cement/sand plaster.
 - 2) The BESA Building System is the subject of an open certificate issued by Agrément South Africa. The concept of an open certificate is that the technology is not the intellectual property of any company or individual and the information is available to anyone who wishes to use it. Any competent person, company or institution who wishes to use this system and is capable of carrying out this work in accordance with the terms and conditions of certification and undertakes to do so, may apply to Agreement South Africa to be registered as a holder of this open certificate.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

C5.2 CONTRACT DRAWINGS

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....