MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/88/20-21

TENDER DOCUMENT

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD

(*GCC 2015*)

VOLUME 1

A Tender for Category 4CE or Higher CIDB Registered Contractors

ISSUED & PREPARED BY:	
Mnquma Local Municipality Corner King & Mthatha Street Butterworth 4960	
For Technical Contact Details	For SCM Contact Details
Contact Person: Ms B. Nohesi Telephone: 047 401 2400 Fax: 047 491 0195	Contact Person: Ms N Mnini Telephone: 047 401 2400 Fax: 047 491 0195

Registered Name of Tenderer:			
TRADING NAME OF TENDERER:			
Registration No. of Entity:			
B-BBEE Status Level of Contributor			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID ORIGINAL CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Contact Person:		E-mail Address:	
Telephone No.:	CIDB CRS Number(s) :		
Mobile No.:		CIDB CRS Number(s) :	

THE TENDER

Part T1: Tendering procedures

T1.1: TENDER NOTICE AND INVITATION TO TENDER

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MNQUMA LOCAL MUNICIPALITY)

BID NUMBER: MNQ/SCM/88/20-21, CLOSING DATE: 13 MAY 2021, CLOSING TIME: 12H00.

DESCRIPTION CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD

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

BID DOCUMENTS MAY BE POSTED TO:

Mnquma Local Municipality
……..
Cnr King & Mthatha street, Butterworth, 4960
…….

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

…….
Box 36, Butterworth, 4960

…….

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 between 08H00-16H00 Monday to Friday.

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 2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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……
CELLPHONE NUMBER……
FACSIMILE NUMBER CODE …… NUMBER……
E-MAIL ADDRESS……
VAT REGISTRATION NUMBER……
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) \ YES/NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/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 SOUITH AFRICAN NATIONAL 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**)
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER ……DATE……..……..

CAPACITY UNDER WHICH THIS BID IS SIGNED ……
TOTAL BID PRICE……

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Mnquma Local Municipality

Directorate: BTO (SCM Unit)

Contact Person: N Mnini

Tel: : (082) 457 9945

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Directorate:	Infrastructure (PMU)
Contact Person:	B Nohesi
Tel:	(071) 926 3766

PROJECT DESCRIPTION

Mnquma Local Municipality hereby invites experienced contractors for the construction services of the following projects:

Bid Number	Project Name	Closing Date and Time	Pre-qualification criteria for preferential procurement	Preferential point System	CIDB Grading
MNQ/SCM/88/20-21	Construction of eMalongweni to Siphahleni Access Road	Date 13 May 2021 Time: 12H00	Tenderers must subcontract a minimum of 30% to an EME	80/20	4CE or Higher

Tender Briefing Sessions:

There will be no compulsory briefing sessions due to COVID 19 pandemic. Bidders are requested to send electronic mails for any enquiry related to the above bids. Bidders are required to specify on the email the bid number and the project name query. Email enquiries which will be considered from the 19 April 2021 to 07 May 2021. A schedule of questions and answers will be uploaded on the municipal website on the closing date to bid. All enquiries must be directed to the following email addresses:

Enquiries: Mr. Bangikhaya Nohesi (Manager: PMU) at 047 401 2400/071 926 3766 email: khayanohesi@gmail.com and Ms. Nontathu Mnini (Manager: SCM) at (047) 401 2400/082 457 9945 email: nmnini@mnquma.gov.za

Evaluation Criteria: The evaluation will be conducted in Four (04) stages namely:

Stage 1: "Administrative compliance"
Bidders that do not meet the **Administrative compliance** (Compliance with mandatory and other bid requirements) will not be eligible for further evaluation and will be deemed as non-responsive.

Stage 2: Evaluation in terms of the minimum stipulated threshold for local production content

- Only local produced goods, services or works or local manufactured good with a 100% for Steel products and components for minimum threshold for local production content will be considered.
- The exchange rate to be used for calculation of local production and content must be the exchange rate published South African Reserve Bank (SARB) 12H00 on the date of the advertisement of the bid; and
- Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Only bids achieve the minimum stipulated threshold for local production and content will be evaluated further to the second stage.

Stage 3: "functionality" evaluation

CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBILITY SCORE
1. EXPERIENCE			**40**
• Bidder has successfully completed 1 road construction project	2	5	
• Bidder has successfully completed 2 road construction projects	4	5	
• Bidder has successfully completed 3 or more road construction projects	6	5	
• Bidder has successfully completed 4 or more road construction projects	8	5	
• Bidder has submitted no information or inadequate information to determine the scoring level (score 0) **Proof of professional experience: Signed reference letters/ completion certificates in relation to the required services must be attached. Practical completion and appointment letters will not be considered.**	0	0	
2. **KEY STAFF COMPETENCE:(must be working for the Bidding company)**			**40**
1.1 Site Agent/Project Manager			
• Academic Qualification: ND: Engineering Civil, or ND: Construction Management. Experience in roads construction projects (4 points for experience per year (max. 5 years)	4	5	
2.2 General foreman			
• Academic Qualification: Grade 12 or equivalent qualification. Experience in roads construction projects (2 points for experience per year (max. 5years)	2	5	
2.3 Occupational Health and Safety Officer			
• Grade 12 or equivalent qualification / Occupational Safety and Health certificate and 2 points for experience per year (max. 5 years)	2	5	
Bidders must submit detailed CVs with certified copies of the required professional qualifications not older than 03 months. If the required certified copies of professional qualifications are not attached no points will be allocated. Copy of a certified copy will not be considered			
2. CONSTRUCTION EQUIPMENT (MNQ/SCM/88/20-21)			**20**
• Excavator = 4 points	0.8	5	
• Grader = 4 points	0.8	5	
• Water Tanker/Carter = 2 points	0.4	5	
• Roller= 2 points	0.4	5	
• TLB = 2 points	0.4	5	
• Concrete Mixer = 2 points	0.4	5	
• Tipper Truck (2 points per tipper truck to maximum of 2) = 4 points; **Proof of ownership with copies of registration certificates or signed letter of intent (with the Letterhead) to lease with copies of registration are required in order to score points. The signed letter of intent to lease must be accompanied by the proof of registration of ownership. If the required proof of registration is not attached no points will be allocated.**	0.8	5	
Total			**100**

NB: Bidders must score 70 out of 100 to proceed to the next stage (Financial Evaluation)

Stage 4: Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations
Price=80 points, B-BBEE=20 points. Bidders are required to submit an original or certified copy of B-BBEE certificate to claim preferential points.

REQUIRED DOCUMENTS:
Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

- Valid CIDB Contractor Grading
- Full CSD Report (Not older than one Month)
- Fully Completed and signed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD 1-9 (Part of the document)
- In the case of partnerships/ consortiums/ joint venture agreement, signed agreement must be submitted with the tender document (attached to **Schedule 2**).

OBTAINING OF TENDER DOCUMENTS:
Tender documents for each of the above project are obtainable at Mnquma Local Municipality's website and etender

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at Bid Box, Corner King and Mthatha Street, Butterworth. 4960

Tenders should be sealed, endorsed on the envelope with:

- **BID NO. MNQ/SCM/88/20-21**
- **PROJECT NAME: CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD**

CONDITIONS OF ACCEPTANCE:

- The Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.
- No late, incomplete, unsigned faxed, couriered, and emailed tenders will be accepted
- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date.
- The award of the tender may be subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mnquma.gov.za

NB: Preferred bidders will be required to furnish the municipality with:

- CK/ Company registration, Certified ID Copies not later than three (03) month
- Tax Compliance Status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

_____
S. MAHLASELA
MUNICIPAL MANAGER

T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender.*

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Mnquma Local Municipality
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2 : Returnable documents** T2.1 - List of returnable documents 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 - Performance Bond **Part C2: Pricing data** C2.1 - Pricing assumptions C2.2 - Bill of Quantities **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information

3.4	The employer's agent is: Name: Project Management Unit Address: Mnquma LM, Corner King & Mthatha street, Butterworth, 4960 Tel: 047 401 2400
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	Option of the proposal procedure using the two stage-system is not to be used.
4.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 17 as amended of the Construction Industry Development Regulations, for a CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the required or higher class of construction work; and 3. 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 CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.10	Tenderers are required to state the rates in Rand
4.12	No alternative tender offers will be considered
4.13.1	Each tender offer communicated on paper shall be submitted as an original.

4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at the foyer of; **Mnquma Local Municipality** **Corner king & Mthatha Street, Butterworth, 4960** **Identification details:** Tender reference number, Title of Tender and the closing date and time of the tender
4.13.4	The tenderer is required to submit with his tender the following certificates: 1. A tax compliant pin or an original Tax Clearance Certificate issued by the South African Revenue Services; 2.Full CSD report not older than 3 months 3. Fully completed and signed form of Offer and MBDs 4. Signed JV agreement or signed consortium agreement
4.13.5	A two-envelope procedure is not required.
4.13.5	Only the "ORIGINAL tender document is to be submitted as a tender package.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 90 days.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
5.1	The Employer will respond to requests for clarification received up to **seven (7) working days** before the tender closing time.
5.2	The employer shall issue addenda until **five (5) days** working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at the foyer next to the **Tender box**, **at 12H00**.
5.4	The procedure for the evaluation of responsive tenders is Method 2 (Financial offer and quality). The financial offer is scored using Formula 2 in Table 1 where W_1 is The value of W_2 is equal to 100 minus W_1

5.5	The procedure for the evaluation of responsive tenders is Method 3 (Financial offer and preference) The financial offer will be scored using the following formula: $A = (1 - (\frac{P - Pm}{Pm}))$ The 80/20 Preference Point System for bids with a Rand value of more than R30,000-00 but not exceeding R50,000,000-00 (all applicable taxes included); and The 90/10 Preference Point System for bids with a Rand value above R50,000,000-00 (all applicable taxes included).
5.6	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula $A = (1 - (\frac{P - Pm}{Pm}))$ and W_1 equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.
5.6	The functionality criteria and maximum score in respect of each of the criteria are as follows:

QUALITY CRITERIA	**MAXIMUM NUMBER OF POINTS**
Company Experience	40
Key Personnel or capability	40
Construction Equipment	20
Maximum possible score for Functionality	**100**

5.7	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the tender offer is within a stipulated threshold percentage as stated under contract data
5.8	The number of paper copies of the signed contract to be provided by the employer is one (1).
	The additional conditions of tender are:

Part T2: Returnable documents

T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- CIDB certificate
- Certified Original copies of qualifications
- Signed MBD Forms
- Fully completed Form of Offer
- Fully completed BOQs
- Full CSD report and it must not be older than 1 months from the date of bid closing

Note: Failure to provide these documents will result in the tender not being evaluated

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Authority for Joint Ventures, if applicable
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Annual Financial Statements Declaration
- Evaluation schedule 1:

3 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

4 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

The tenderer must complete all returnable documents provided i.e MBD Forms

4 Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bill of Quantities

Scope of Work

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer .....

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

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

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

Tenderer .....

Compulsory Declaration

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

Section 1: **Enterprise Details**

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	

Section 3: SARS Information

Tax reference number	
VAT registration number:	*State Not Registered if not registered for VAT*

Section 4: CIDB registration number

CIDB Registration number *(if applicable)*	

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

i) neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)

b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name ---------- Date _____

Position

Enterprise name ---------- _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government

components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that "*Every organ of state and public entity must take into account and. as far as is reasonably possible. apply any* ***relevant code of good practice*** *issued in terms of this Act in developing and implementing a preferential procurement policy:"*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.

b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazzettes/Affidavit_EME.pdf

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.

b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazzettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the referencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code *(tick applicable box)*

☐ Generic code of good practice

☐ Other – specify . . . . . .

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature : .....……

Name : .....……

Duly authorised to sign on behalf of : .....……

Telephone : .....

Fax: ..... Date : .....

Name of witness . . . . . Signature of witness . . . . . .

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

a) consultancy services are required; and

b) Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	**Estimated number of contracts**	**Nature of service, e,g, quantity surveying**	**Service similar to required service (yes / no) ?**

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

☐ the enterprise **is not** required by law to prepare annual financial statements for auditing

☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days *(ie: all municipal accounts are paid up to date)*;

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

☐ goods and / or services are sourced only from within the Republic of South Africa

☐ ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . % ☐

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	**Estimated number of contracts**	**Nature of contracts**

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Annual Financial Statements Declaration

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

1) The enterprise's financial year end is . . . . . .

2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable

3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally ☐ independently

4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;

name of auditor . . . . . .

☐ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer . . . . . .

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]

6) The annual turnover for the last financial year is R . . . . . .

7) The total assets as at the end of the last financial year is R . . . . . .

8) The total liabilities as at the end of the financial year is R . . . . . .

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed ---------- Date _____

Name ---------- Position

Tenderer ----------

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

……

---

* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

……

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

3.7.1 If so, furnish particulars.

……

……

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

3.8.1 If so, furnish particulars.

……
……

……
……

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

3.9.1 If so, furnish particulars

……
…….

……
…….

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

……

……

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

……

……

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

MBD 6.1

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

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 BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS,

2017.

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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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point 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.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	**100**

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;

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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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:

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	6	14
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.

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-contract or? ……..
…….

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of 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]

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 MUNICIPAL INFORMATION

Municipality where business is situated
……

Registered Account Number
……..

Stand Number
……...

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

……

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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

WITNESSES:

1. ……

……

SIGNATURE(S) OF BIDDER(S)

2. ……

DATE:……..

ADDRESS:……..

….……

…….

…….……

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.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……..……. in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. 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)

3. 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.

4. 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.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM ……

DATE …….

WITNESSES

1 ……..……

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..….. accept your bid under reference number ……dated……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 AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

8. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (iv) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - 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;

   (v) General Conditions of Contract; and
   (vi) Other (specify)

9. 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 services 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.

10. 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.

11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM ……

DATE …….

WITNESSES

1 …….

.

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I……. in my capacity as……..…… accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

5. An official order indicating service delivery instructions is forthcoming.

6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT …… ON ……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……... **……..**
Signature **Date**

……. **……..**
Position **Name of Bidder**

Js367bW

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

- **Includes price quotations, advertised competitive bids, limited bids and proposals.**
- **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.**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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.

Note: 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.

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

THE CONTRACT

Part C1: Agreements and Contract data

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/88/20-21

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD

CONTRACT
PART 1 (OF 4) : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Draft Health and Safety Agreement

C1.5 Pro Forma Disclosure Statement

C1.6 Pro Forma Adjudication Board Member Agreement

C1.1 : FORM OF OFFER AND ACCEPTANCE

1 OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....

.....

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) of authorized agents:.....

Name(s) (in block letters).....

Capacity of authorized agents: .....

for and on behalf of the Tenderer .....
(Name and address of organization)

Witness: …….(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date: .....

2 ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part 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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof 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 the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) 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.

For and on behalf of the Employer:

Signature(s) of authorized agent(s)..... Date:……..

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, BUTTERWORTH, 4960

Witness: …….(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date: .....

3 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject .....

   Details .....

2. Subject .....

   Details .....

3. Subject .....

   Details .....

4. Subject .....

   Details .....

5. Subject .....

   Details .....

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

for and on behalf of the Tenderer .....
(Name and address of organization)

Witness: …….(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date: .....

For and on behalf of the Employer:

Signature(s) of authorized agent(s)..... Date:……..

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, Butterwort 4960

Witness: …….(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date: .....

C1.2: CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

Copies of these conditions of contract may be obtained on the tenderer's own cost from the SAICE Tel: 011-805 5947

PART 1 : CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

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

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is six **(6) months**, measured from the date of the Certificate of Completion.
2	1.1.1.14	The time for achieving Practical Completion is 4 Months, calculated from the Commencement Date.
3	1.1.1.15	Name of Employer is: **MNQUMA LOCAL MUNICIPALITY**
4	1.1.1.16	The Employer's Agent is an employee of the institution, PMU
5	1.1.1.26	The pricing strategy is: **Re-measurement Contract**
6	1.2.1.2	**The Employer's address for receipt of communications and notices is :** Telephone: (047) 050 1264 Facsimile: (047) 491 0195 Address (Postal) : PO Box 36 Butterworth Address (Physical): Municipal Building, Cnr King and Mthatha Street, Butterworth **The Employer's Agent's address for receipt of communications and notices is :** **The Project Management Unit;** Telephone: (047) 050 1271 Facsimile: (047) 491 0195 Address (Postal) : PO Box 36 Butterworth Address (Physical): Municipal Building, Cnr King and Mthatha Street, Butterworth
	2.4.1	"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) • Scope of Work • Standard specification for Road and Bridge Works (COLTO 1998) • Site Information • Bill of quantities • The returnable schedules

No.	Clause	Description
7	3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: 1. **New Clause 3.2.3.1** "For expenditure on the Contract to exceed the Contract Price"; **2. Existing Clauses:** 3.2.1 - Nomination of person as Employer's Agent's Representative. 5.6 – Approval of the programme 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variations in respect of Variations which are not small (R30 000) 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
8	3.2.4	Occupational Health, Safety – Public Health and the duly appointed H&S Officials has to be appointed by the contractor as Client Agents on this contract, in terms of Clause 4(5) of the Construction Regulations, 2003 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
9	3.4	**<u>Add the following</u>** new Sub-Clause **3.4**: The Employer may, at his sole discretion, provide technical support services to the Contractor or Sub Contractor(s). The technical team providing such support services will be appointed and remunerated by the Contractor. In the case of EPWP Contractor Learnership Programmes, support services may be provided by the ISD officer appointed by the contractor. The technical team will consist of the Employer's Agent and a person or persons acting as Training, Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed. 3.4.1 In addition to his duties and functions in terms of 3.2.1, the Employer's Agent will co-ordinate the work of the technical team providing the support services.

No.	Clause	Description
		3.4.2 The Project Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4- Construction Management Services of the Form of Agreement for Consulting Services for Labour -Intensive Construction Projects: i) Programming the execution of the works. ii) Interpretation of drawings, specifications and related contractual matters. iii) Workforce structuring, employment and management. iv) Guidance to expedite work progress/ improve productivity. v) Setting out of works. vi) Safety measures and legislation requirements. vii) Materials handling. viii) Tools and equipment needs. ix) Financial matters. x) Training requirements. xi) Security aspects. xii) Quality control systems. 3.4.3 The Materials/ Project Manager is responsible for the following functions which are described fully in the CESA document, Guideline Contract Specific Data C5-Materials Procurement Services of the Form of Agreement for Consulting Services for Labour -Intensive Construction Projects on the Contract: i) Establishment of stores. ii) Determination of store administration procedures. iii) Determination of requirements of store staff. iv) Employment of store staff. v) Staff guidance, supervision and training. vi) Acquisition of materials. vii) Issue of materials. viii) Upholding of an assets register. ix) Insurance of assets. 3.3.4 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as

No.	Clause	Description
		possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to: (i) Finance and dealing with banks (ii) Business management (iii) Contract management (iv) Procurement of materials and other required services (v) Technical and engineering (vi) Construction Planning and Management (vii) Fulfilling of statutory and tax obligations (viii) Labour and human resource advice
10	4.3.1	**Add the following** to the clause: "For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time. Compliance with the National Environmental Management Act (**NEMA**), **Act** 107 of 1998. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers." "The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."
11	4.3.3	**Add the following** new clause: "Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract"
12	4.5	**Add the following** new Sub-Clauses: 4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits. 4.5.6 On the request of the Contractor and certified by the Employer's Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.

No.	Clause	Description
		The Contractor shall provide proof to the Employer's Agent of all payments effected by him. The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.
13	4.11.3	**<u>Add the following</u>** to Clause 4.11 Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.
14	5.3.1	The documentation required before Commencement of the Works are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Project team
15	5.3.2	The Contractor is required, **within 14** days of the Commencement Date, to submit the documents listed below to the Employer's Agent for his approval. **Health and Safety Plan** The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (July 2003). **Initial Programme** The Contractor shall deliver his Initial Programme of work in term of Clause 5.6 **Security** Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to **ten per cent (10%)** of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document. **Insurance** Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data. (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident; (c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;

No.	Clause	Description
		(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.
16	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.
17	5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectoral/Ministerial Determination applicable to a 5 (five) day a week Non-working days are Saturdays and Sundays and special non-working days are public holidays and official builder's holidays.
18	5.8.1.5	Add the following additional Clause to Clause 5.8 "The cost of supervision by the Employer's Agent or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor's account".
19	5.12.2.2	Add to Clause 5.12.2.2: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent or MLM Project Manager in writing. The submission shall be made within five calendar days of the resumption of work. The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
20	5.12.5	**<u>Add the following</u>** to Clause 5.12 5.12.5 Critical Path Provision

No.	Clause	Description
		A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
21	5.13.1	The penalty for failing to complete the Works is **R 1500 per calendar day**
22	5.16.3	The latent defect period is 5 years.
23	5.14.5.5	Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data.
24	6.2.1	The security to be provided by the Contractor shall be: • a performance guarantee of **ten per cent (10%)** of the Contract Sum in the event of submissions or **five per cent (5%)** in the event of deductions, plus • retention money amounting to **ten per cent (10%)** of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The performance guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. A Retention Money Guarantee is not permitted. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data."
25	6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
26	6.2.3	Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the performance guarantee remain valid and enforceable until the issue of the Certificate of Completion."
27	6.8.2	Contract Price Adjustment will not apply
28	6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
30	6.10.4	**Replace** the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
31	6.10.6.2	**Replace** Clause 6.10.6.2 with the following new Clause 6.10.6.2: 6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
32	8.6 8.6.1	**Delete Clause 8.6. and replace with the following:** Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site

No.	Clause	Description
		⇨ Contract Works Insurance (including SASRIA Insurance) and ⇨ Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contact. The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover: **<u>Section 1 – The Contract Works</u>** (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein. "Temporary Works" shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (i) do not comprise mobile plant, (ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or (iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price. (b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above. **<u>Section 2 – Contract Liability</u>** Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract. **THE SUMS INSURED/LIMIT OF LIABILITY** **SECTION 1 – CONTRACT WORKS** (a) Property insured under Section 1(a) The Contract Works The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing. (b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss

No.	Clause	Description

SECTION 2 - CONTRACT LIABILITY

Limit of Indemnity R20,000,000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event.

EXCLUDED CONTRACTS

The following Contracts are specifically excluded from the "blanket" cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing.

1. Any Contract with a Contract Price at award of over R100,000,000
2. Any Contract with a construction period at award exceeding 24 months
3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months

4. Any Contract involving
   - 4.1 Underground Mine or Colliery Working'
   - 4.2 Tunneling
   - 4.3 Foul Berthing
   - 4.4 Stevedoring Work
   - 4.5 "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water

THE DEDUCTIBLES

The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:

(A) STANDARD BUILDING CONTRACTS

	Description	Excess
A1	Contract Value up to R10M	R 10,000
A2	Contract Value above R10M up to R25M	R15,000
A3	Contract Value above R25M	R25,000

(B) CIVIL & ALL OTHER CONTRACTS

	Description	Excess
B1	Contract Value up to R1M	0.25% of claim minimum R10 000
B2	Contract Value above R1M up to R5M	0.25% of claim, minimum R20,000
B3	Contract Value above R5M	0.25% of claim, minimum R50,000

No.	Clause	Description
		(C) **<u>LIABILITY RISKS</u>** Liability limit: R20,000,000

Description	Excess
All Contracts	**R25,000** in respect of loss or damage caused by Fire and **damage to Underground Services** **R20 000** in respect of all other losses.

(D) **<u>SASRIA</u>**

Rate : 0.0072%

The Employer will pay all premiums in connection with the insurance effected by the Employer.

In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall

(a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;

(b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent;

(c) Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer.

The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.

8.6.2

Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.

8.6.3

Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer
The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:

(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended

(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;

No.	Clause	Description
		(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; (e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.
	8.6.4	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.
	8.6.5	The Contractor may effect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
	8.6.6	The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
	8.6.7	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
	8.6.8	where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall
	8.6.9	(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and
	8.6.10	(b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.
	8.6.11	The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.
33	9.1.4	Replace Clause 9.1.4 with the following: Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed

No.	Clause	Description
		with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities (Items A2.1 to A2.7) Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the due completion date.
34	10.1.1.1.1	Add the following to Clause 10.1.1.1.1 Should the claim be related to work stoppages by either the EMEs or the local community, no extension of time will be granted without a South Africa Police Service case number for threats or intimidation against the parties involves.
35	10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
36	10.5.1	Dispute resolution shall be by ad-hoc adjudication
37	10.5.3	The number of Adjudication Board Members to be appointed one (1).
38	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.

39	11.	**Add the following additional clause:** **Details to be confidential** The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

C1.3 : FORM OF PERFORMANCE GUARANTEE (PRO FORMA)

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"
means:……
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……...

Physical address:
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"Employer" means:
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"Contractor" means:
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"Employer's Agent" means:
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……...

"Works" means:
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"Site" means: ……...

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

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

Amount in words: ……..

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

Amount in words:
……
……
……..

Type of Performance Guarantee: Fixed

"Expiry Date" means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

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

1. FIXED PERFORMANCE GUARANTEE

1.1. Where a fixed PERFORMANCE Guarantee has been selected. The Guarantor's liability shall be limited to the amount of the Guarantee Sum.

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

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

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

2.1. The Guarantor hereby acknowledges that:

2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

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

2.2. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

2.2.1. A copy of a fist written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

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

2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;or

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

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

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

2.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by 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.

2.6. Payment by the Guarantor in terms of 3.2 or 3.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

2.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

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

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

2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

2.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

2.12. Where the 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

..……

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Date

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Guarantor's signatory (1)

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Capacity

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Guarantor's signatory (2)

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Capacity ……..

Witness signatory (1)

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Witness signatory (2)

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C1.4 : HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

SECTION 37(2) MANDATORY H&S AGREEMENT:

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

_____

(Hereinafter referred to as "the Employer")

AND

_____

(Hereinafter referred to as "the Mandatory")

Compensation Fund number: [ ]

Common Law Liability Insurance in respect of Third Parties for the Minimum Sum of R… [ ]

1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

2. Warranty of compliance

2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.

2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

5. Appointments and training

5.1 The Mandatory shall appoint competent persons as per Section 16 (2) or CR6.1 of the OHS Act.

5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.

5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.

5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters. The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. Cooperation

8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory.

8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

9. Work procedures

9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.

9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.

9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

10. Health and safety meetings

10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.

10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

11. Compensation registration

11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.

11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

12. Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.

13. Incident reporting and investigation

13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.

13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.

13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

14. Statutory Obligations of the Mandatory & Contractor

14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.

14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.

14.3 Without derogating from the generality of this paragraph:

14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.

14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention

14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.

- Horseplay, scuffling, fighting, running or throwing of objects.
- The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
- Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
- The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
- The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
- The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.

- Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
- Contractors must, in the interests of safety, enforce discipline

15. Security and access

15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.

15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by himself onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

16. Fire precautions and facilities

16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

17. Hygiene and cleanliness

17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

18. No nuisance

18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

19. Intoxication not allowed

19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.

19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

20. Personal protective equipment

20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.

20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

21. Plant, machinery and equipment

21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

22. No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the

Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

23. Transport / Vehicles

23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.

23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.

23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.

23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

24. Confined Spaces

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self-contained breathing apparatus
- Life line etc.

25. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

26. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

27. Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For, and on behalf of the Employer Date

for, and on behalf of the Mandatory Date

Witness Date

C1.5 : DISCLOSURE STATEMENT

PRO FORMA

Date:_____

Contract:_____

_____

Contractor:_____

Employer:_____

Engineer:_____

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I have had no previous involvements in this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do have or have not had a personal relationship with any authoritive member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:_____

Signature:_____

C1.6 : ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA

This Agreement is entered into between:

Adjudication Board Member:

Name:_____

Physical Address:_____

Postal Address:_____

E-mail Address:_____

Facsimile Number:_____

Telephone Number:_____

Mobile Number:_____

Contractor:

Name:_____

Physical Address:_____

Postal Address:_____

E-mail Address:_____

Facsimile Number:_____

Telephone Number:_____

Mobile Number:_____

Employer:

Name:_____

Physical Address:_____

Postal Address:_____

E-mail Address:_____

Facsimile Number:_____

Telephone Number:_____

Mobile Number:_____

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 (GCC), must be referred to **ad-hoc 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 GCC, 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 travelling:

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

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

Upon submission of an invoice for fees and expenses to the Parties, the **Employer** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

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:_____

C1.7 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on:

The ..... (day) of .....(month) ..... (year)

At ..... (place)

It is hereby agreed that the official commencement date of the contract will be:

The ..... (day) of .....(month) ..... (year)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

_____	_____	_____
NAME	SIGNATURE	CAPACITY

SIGNED BY WITNESS:

_____	_____
NAME	SIGNATURE

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/88/20-21

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD

CONTRACT
PART 2 (OF 4) : PRICING DATA

C2.1 **Pricing Instructions**

C2.2 **Bill of Quantities**

C2.3 **Summary Page for Bill of Quantities**

C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

1) The conditions of contract, the contract data, the specifications (including the project specifications) and the issued 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 tenderer 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. 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 tender is based.

6) 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 tenderer 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 tendered rates shall apply should work under these items actually be required.

should the tenderer group a number of items together and tender one sum for such group of items, the single tendered 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.

The tendered 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.

7) 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 is not to be based on the bill of quantities.

8) 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 tenderer tenders to do the work

Amount: the quantity of an item multiplied by the tendered rate of the (same) item

Sum: an amount tendered 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

9) The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m^2	=	square metre	No.	=	number
m^2.pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m^3	=	cubic metre	MN.m	=	MegaNewton-metre
m^3.km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

10) Expanded public works programme (EPWP) implications

Those parts of the contract to be constructed using labour-intensive methods have been marked in the schedule of quantities or bill of quantities with the letters li in a separate column filled in against every item so designated. works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters li are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the scope of works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the bill of quantities.

The contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.

12) Value added tax (vat) shall not be included in the individual rates but is to be added as a total at the end of the summary.

13) All materials to be provided by the contractor will be SABS, ISO OR JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.

14) Where a particular make of item is specified, the words “or similar approved” shall mean approval by the engineer in writing.

15) The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

16) The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

17) A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

18) Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

19) All prices or rates inserted in the Bill of Quantities shall be Excluding VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.

20) Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
- 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 in the Bill of Quantities) to achieve the tendered total of the prices.
- Should a tenderer be unwilling to make the corrections ordered by the Project Engineer, the tender may be disqualified.

21) The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
22) A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included”

or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Note: Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

30% of the work has to be sub-contracted to Exempted Micro Enterprises (EME’s). Procurement of this document where the details and instructions of the requirements are fully explained.

CORRECTION OF ENTRIES MADE BY TENDERER

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

NOTE

Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been omitted, amended or added to and these changes must be taken into account when pricing the tender.

As it is not always practical or possible to cross reference every change to the Specifications, the onus rests on the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.

C2.2 : BILL OF QUANTITIES

Is to be in line with the Standard Specifications for Road and Bridge Works; 1998 Edition

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 1200 A

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200A	GENERAL REQUIREMENTS AND PROVISIONS				
	(a) Community Liaison Officer Cost	Prov. Sum	1,00	R 25 000,00	R 25 000,00
	(b) Security	Prov. Sum	1,00	R 50 000,00	R 50 000,00
	(c) Rentals for Site Camp - Construction Equipment	Prov. Sum	1,00	R 4 800,00	R 4 800,00
	(d) Ablution facilities and maintainance	month	4,00	R 8 800,00	R 35 200,00
	(e.)Remuneration of PSC members to attend official meetings	month	4,00	R 1 650,00	R 6 600,00
	(f.) Local labour employment for the duration of the contract	month	4,00	R 88 000,00	R 352 000,00
	(g) Provision of Training (Students Trainees)	month	4,00	R 14 000,00	R 56 000,00
	(h) Relocating and/or protecting of existing services	Prov. Sum	1,00	R 30 000,00	R 30 000,00
	(i.) Provision for Enviromental Services	Prov. Sum	1,00	R 95 963,30	R 95 963,30
	(j) Provision for Institutional Social Development Officer	item	1,00	R 72 000,00	R 72 000,00
	(k) Provision for Health and Safety Consultant	item	1,00	R 72 000,00	R 72 000,00
	(l.) Provision for supervision of Works for 30% subcontracting	Prov. Sum	1,00	R 65 000,00	R 65 000,00
	(m) Handling costs and charges for contractor on items (a) to (l)	%		10%	R 86 456,33
1200	TOTAL CARRIED TO SUMMARY				R 951 019,63

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 1200 B

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200 B	GENERAL REQUIREMENTS AND PROVISIONS					
	a.	Provision for Enviromental Services monitoring	month	4,00		
	b.	Nameboard (2100 x 1900)	No.	2,00		
	Occupational Health & Safety					
	c.	Principal Contractor's Obligations for latest OHS COVID 19 & Construction Regulations	item	1,00		
	d.	Preparation of Site Specific OHS Plan and file	item	1,00		
	e.	Principal Contractor's Initial Obligations for OHS Act & Construction Regulations	item	1,00		
	f.	Principal Contractor's Time Related obligations OHS Act and Construction Regulations	months	4,00		
	g.	Provision for Personal Protective Equipment & Protective Clothing				
		(i)Reflective vests	No	20,00		
		(ii)Work Suits	No	20,00		
		(iii)Hard hats	No	20,00		
		(iv)Protective foot wear	No	20,00		
		(v)Earplugs and Goggles	No	20,00		
		(vi)Dust masks	No	20,00		
	h.	Provision of full time Construction Health and Safety Officer	month	4,00		
	i	Costs of Medical Certificates	No	20,00		
1200	TOTAL CARRIED TO SUMMARY					R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13.01	The Contractor's general obligations:				
	The Contractor's general obligations:				
	(a) Fixed obligations	Lump Sum	1,00		
	(b) Value-related obligations	Lump Sum	1,00		
	(c) Time-related obligations	Months	4,00		
	NB The combined total tendered for subitems (a), (b) , (c) shall not exceed 15% of the Tender sum				
1300	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	440,00		
	(b) Portable STOP and GO-RY signs	No.	2,00		
	(e) Road signs, R- and TR-series,	No.	2,00		
	(f) Road signs, TW-series	No.	2,00		
	(h) Delineators (DTG50J), ... sides:				
	(i) Single	No.	10,00		
	(ii) Mounted back to back	No.	5,00		
15.04	Relocation of traffic control facilities	Lump Sum	1,00		
15.07	Blading by road grader of:				
	(a) Temporary deviations	km	2,00		
	(b) Existing roads used as temporary deviations	km	3,00		
1500	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 1600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600	OVERHAUL				
16,02	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m^3 - km	88 200,00		
1600	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	CLEARING AND GRUBBING				
17,01	(a) Clearing and grubbing	ha	4,00		
17,04	Clearing and grubbing at inlets and outlets of hydraulic structures	m^3	30,00		
1700	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	DRAINS				
21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m^3	1 440,00		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m^3	103,00		
2100	TOTAL CARRIED TO SUMMARY				R -

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200	PREFABRICATED CULVERTS				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m^3	170		Rate Only
	(ii) 1,5 m up to 3,0 m	m^3	25,00		Rate Only
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m^3	20,00		Rate Only
22.02	Backfilling:				
	(a) Using the excavated material	m^3	155,00		Rate Only
	(b) Using imported selected material	m^3	40,00		Rate Only
22.03	**Concrete pipe culverts:**				
	(a) On class D bedding:*				
	1) 600mm dia	m	66,00		Rate Only
22,04	**Portal and Rectangular Culverts:**				
	(a) Complete 32 units of 2,1m x 1,5m with prefabricated floor slab of an approximate total weight of 73kg)	m^2	96,00		Rate Only
22,07	**Cast in situ concrete and formwork:**				
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork, but including class U2 surface				
	(i) Class 30/19 concrete*	m^3	58,00		Rate Only
22.17	Headwalls as per drawings				
	To suit a 600mm diameter outlet pipe complete (1,5m x 2m x 100mm Slab and 5 m^2 brickwork each); 20Mpa for concrete slab	No.	22,00		Rate Only
22.26	Hand excavation to determine the positions of existing services	m^3	10,00		Rate Only
22.10	Steel reinforcement:				
	(b) High-tensile steel bars	t	2,80		
	(c) Welded steel fabric	kg	400,00		
2200	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 2300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINNINGS FOR OPEN DRAINS				
23.08	Concrete lining for open drains;				
	(a) Cast in situ concrete lining (20Mpa V-drain)	m^3	14,2		
	(b) Class U2 surface finish to V-drain	m^2	80		
23.09	Formwork to cast in situ concrete linining for open drains (class F2 surface finish)				
	(a) To sides with formwaork on the the internal face only	m^2	2,00		
23.10	Sealed joints in concrete linings of open drains (10mm soft-board)	m	8,00		
23.12	Steel reinforcement				
	(c.) Welded steel fabric REF 193	kg	155,00		
2300	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 3100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	BORROW MATERIAL				
31,01	Excess Overburden	m^3	3 125,00		
31.03	Finishing-off borrow areas in:				
	(a) Hard Material	ha	0,35		
	(b) Intermediate Material	ha	0,35		
3100	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	MASS EARTHWORKS				
33.04	Cut to Spoil including free-haul up to 0,5 km. Material obtained from;				
	(a) Soft Excavations	m^3	1 050,00		
	(b) Intermediate excavations	m^3	209,00		
	(c) Hard Excavations	m^3	115,00		
	(d) Boulder Excavations A	m^3	102,00		
	(e) Boulder Excavations B	m^3	1,00		Rate only
33.05	Overbreak in hard and boulder class A excavations	m^2	115,00		
33.07	Removal of unsuitable material (including free haul of 1km)				
	(b) In layer thicknesses of exceeding 200 mm				
	(ii) Unstable material	m^3	750,00		
33.10	Roadbed preparation and the compaction of material:				
	(a) Compaction to 93% of modified AASHTO density	m^3	6 300,00		
33.12	In situ treatment of Roadbed				
	(a) In situ treatment by ripping	m^3	6 300,00		
3300	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:				
	(c) Gravel Subbase;				
	(i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm	m^3	6 300,00		Rate Only
	(e) Gravel Base;				
	(i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm	m^3	6 300,00		
3400	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION				
51.01	Stone Pitching				
	(c) Groute stone pitching on a concrete bed (150 mm)	m^2	1 000,00		
5100	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 5200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200	GABIONS				
52.01	Foundation trench excavation and backfilling:				
	(b) In all other classes of material	m^3	51,00		
52.02	Surface preparation for bedding the gabions	m^2	36,00		
52.03	Gabions:				
	(a) Galvanized gabion boxes (1m x 1m x 4m, 4mm galvanised nominal diameter of mesh wire and 50mm x 50mm x 4mm galvanised mesh)	m^3	54,00		
	(c) Galvanized gabion mattresses (1m x 100mm x 4m, 4mm galvanised nominal diameter of mesh wire and 50mm x 50mm galvanised mesh)	m^3	4,00		
52.03	Filter fabric	m^2	36,00		
52.05	Concrete class 15/19 in blinding layer	m^3	22,00		
5200	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	ROAD SIGNS				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 1 m² ; Stop signs				
	- R 1	No.	6,00		
	- R 201 (40)	No.	1,00		Rate only
	(ii) Area not exceeding 1 m² ; Triangular signs or Yield signs				
	-W326	No.	1,00		
	(iii) Area not exceeding 1 m² ; Danger Plate				
	-W401	No.	22,00		
56,03	Road sign support				
	(b) Timber				
	(i) 100mm diameter	m	60,00		
56.06	Extra over item 56.05 for cement-treated soil backfill	m^3	9,00		
56.07	Extra over item 56.05 for rock excavation	m^3	2,00		
5600	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROAD				
59,01	Finish the road and road reserve;				
	(b) Single carriageway road (include 1m on both sides of the road)	km	7,00		
5900	TOTAL CARRIED TO SUMMARY				R -

Contract No: MNQ/SCM/88/20-21
Part C2: Pricing Data
Schedule of Quantities

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD — SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
81.02	Other special tests requested by the Engineer:	Prov. Sum	1,00	R 30 000,00	R 30 000,00
8100	TOTAL CARRIED TO SUMMARY				R 30 000,00

C2.3 : SUMMARY PAGE OF BILL OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES		
SECTION	**DESCRIPTION**	**SCHEDULED**
1200A	GENERAL REQUIREMENTS AND PROVISIONS	
1200B	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	
1500	ACCOMMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING,	
3100	BORROW MATERIAL	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROAD	
8100	TESTING MATERIALS AND WORKMANSHIP	
TOTALS FOR WORKS		
	30% SMME SUB-CONTRACTING	
	SUB-TOTAL	
	CONTIGENCIES 5%	
	VAT @ 15%	
	TOTAL TENDER OFFER	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer .....

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/88/20-21

CONSTRUCTION OF EMALONGWENI TO SIPHAHLENI ACCESS ROAD

CONTRACT

PART 3 (OF 5): SCOPE OF WORK

CONTENTS

C3.1	**Description of the Works**	**Blue**
C3.2	**Engineering**	**Blue**
C3.3	**Procurement**	**Blue**
C3.4	**Construction**	**Blue**
C3.5	**Management**	**Blue**
C3.6	**Health and Safety Requirements and Procedures**	**Blue**

C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The proposed project is situated in Ward 21 under Butterworth of Mnquma Local Municipality. These are the two villages involved; Malongweni and Siphahleni. The works in this contract are to be executed by using both conventional and labour-intensive construction methods according to the Expanded Public Works Programme (EPWP).

C3.1.2 OVERVIEW OF THE WORKS

The proposed project scope of works comprises of a new 7km long by 5m wide road length with storm water related facilities. The structural layers include the roadbed formation, 150mm, 150mm selected or subbase coarse, and 150mm gravel wearing coarse, low level river crossing (box culvert bridge type). All layers shall be processed, compacted and finally shaped / skimmed as per specification.

C3.1.3 EXTENT OF THE WORKS

The Works to be carried out by the Contractor under this Contract comprises mainly the following;

Construction

- Site establishment
- Setting out
- Clearing and grub
- Excavations, soft materials, Hard Materials, and Bolder excavations
- Earthworks
- Roadbed preparation (rip and re-compact)
- Sub-base layer works (150mm thick)
- Base (150mm gravel wearing course)
- Mitre drains
- Lined or concrete side drains
- Side ditches
- Cut water berms
- Stone pitching
- Low level river crossing (box culvert bridge type with bolas)
- Gabions
- Storm water culvert laying (600mm – 900mm diameter)
- Inlet and outlet structure (headwalls)
- Erection of road signs
- Material testing; including borrow pit materials
- Rehabilitation of borrow pit
- Finishing of road reserve

Supervision and management

- Appointment, Managing and supervising of the Emerging Contractors to ensure that the EMEs or QSEs deliver a product that meets the relevant standards/specifications.

- Assist the EMEs with the Procurement and payment of Materials, Labour and Plant.

- Assist Emerging Contractor with upgrading of CIDB registration

C3.1.4 LOCATION OF WORKS

The proposed project is situated in eMalongweni and Siphahleni villages under ward 21 which form part of Mnquma jurisdiction area.

C3.1.5.1 Other Services (i.e. Water, Electricity, etc.)

The Contractor shall ensure that the position of all existing services affected by the Works have been verified before construction works commences and should it be necessary to lower or relocate any service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to advise the Employers Agent accordingly.

C3.1.5.2 Survey Beacons and Benchmarks

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Information regarding the position of all such pegs will be made available to the Contractor by the Employers Agent.

The Contractor is to ensure that no spoil is placed over pegs or benchmarks and that these are adequately protected for the full duration of the Contract.

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

C3.1.5.3 Protection of Existing Works

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request in writing from the Employers Agent the latest available drawings showing the location of services already installed. The Contractor will also be responsible for contacting

the various service providers, arranging a meeting and verifying all known as well as possible unknown services on site.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment, to the outside authorities, timeously.

C3.1.5.4 Tidying up of the Works

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

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

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The responsibility for the design of the works is set out below:

Concept, feasibility and overall process	PMU
Basic engineering and detail layout to tender stage	PMU
Final design of civil works for construction stage	PMU
Temporary works	Contractor
Preparation of as-built drawings	Contractor
As build drawings	Contractor

C3.2.2 DESIGN BRIEF

The Contractor is responsible for the design of all temporary works required for the construction of the permanent works – all to the approval of the Employers Agent and Employer before the award of the tender.

C3.2.3 DESIGN PROCEDURES

Where drawings of the structures have been prepared by the Employer's Agent, the Contractor shall base their drawings on the Employers Agents drawings and shall check that their equipment fits into and can operate satisfactorily within the structures shown on the Employers Agents drawings. Drawings, dimensions and details of existing infrastructure and equipment are supplied to the Contractor in good faith, however, the Contractor shall base the design of their infrastructure and equipment on actual dimensions and details measured/recorded on Site by them and approved by the Employers Agent. Any inconsistencies, including any conflict between the Employers Agents drawings and the actual dimensions measured on site, shall immediately be drawn to the attention of the Employers Agent, in writing.

Note that all designs are subject to the approval of the Employers Agent, this does not relieve the Contractor of his design responsibility nor accountability. The professional responsibility for such design shall remain with the Contractor and his design Employers Agent.

The Contractor shall take all statutory requirements, as well as the Site Specific Health and Safety Specification and Basic Risk Assessment (refer to annexure C and D) into consideration when designing the Temporary Works.

The Contractor shall record all construction data to enable the Employers Agent to compile the 'As-built' plans at the end of the contract.

The above summary is not necessarily complete and shall not limit the work to be carried out.

C3.2.4 DRAWINGS

All necessary drawings relating to this contract shall be provided at the project inception stage and the contractor will be supplied with 3 sets of unreduced paper prints of each

drawing free of charge. Any additional prints required will be for the account of the Contractor.

Should any difference or contradictions exist in the documents or dimensions or quantities used in the documents, the Contractor shall be responsible to obtain clarification, thereof from the Employer. Such clarification shall be in writing and shall be final and binding.

Should the Contractor fail to seek clarification of any differences or contradictions, the Contractor shall be solely liable for any costs that may arise due to his failure in this regard.

Only figured dimensions may be used, and the drawings shall not be scaled unless the Contractor is so instructed by the Employers in writing. The Employers will upon written request provide any dimensions that may have not been clarified.
It is the Contractor's responsibility to ensure that work is carried out in accordance with the legislated construction standards.

C3.2.4.1 Record Drawings ('As-built')

The Contractor shall mark up and provide the employer with exact positions and details of all infrastructures, pipelines and the like constructed under this contract. The recoded positions shall be handed to the Employer monthly as the work progress. The Certificate of Completion shall not be issued before the Employer is in receipt of all recoded as-built information.

C3.2.5 CONSTRUCTION METHODS

Construction methods used shall be environmentally friendly as far as possible. No construction methods that will result in long term or permanent damage to the surrounding natural environment shall be allowed.

Care shall be taken when mixing, transporting and placing concrete to avoid spillage and wastage.

All construction work shall be undertaken in accordance with the Occupational Health and Safety Act and Construction Regulations.

C3.2.6 SERVICES KNOWN TO BE IN THE VICINITY OF THE WORKS SITE

Many known services cross the site of the works. These are shown on the drawings as far as possible. Before any work commences the exact positions of all services must be located and the services identified, marked and recorded on plan for inclusion in the as-built drawing.

The Contractor, shall however, ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant service providers in his presence. The Contractor must request in writing the relevant official to indicate the said services within 48 hours prior to the commencement of the work, after which the responsibility rests with the service department if the services are not indicated to the Contractor as requested.

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

C3.3 : PROCUREMENT

C3.3.1 SUBCONTRACTING: 30% OF WORKS RESERVED FOR EME's SUBCONTRACTORS

This specification covers the requirements of the Employer for the use and development of EME's as subcontractors on civil engineering projects.

C3.3.1.1 DEFINITIONS

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions shall apply:

a) **"Contract"** shall have the meaning assigned thereto in Clause 1.1.1.7 of the General Conditions of Contract for Construction Works (2015).

b) **"Contractor"** shall have the meaning assigned thereto in Clause 1.1.1.9 of the General Conditions of Contract for Construction Works (2015).

c) **"Main Contract":** shall mean the contract entered into between the Employer, who is the Mnquma Local Municipality, and the Contractor.

d) **"EME Committee":** The EME Committee shall be selected after award of the Main Contract, and its members shall consist of:

- The Contractor, or his/her representative
- The Employers representative
- The Community Liaison Officer

e) **"EME's Subcontract"** shall mean the contract entered into between the Contractor and any EME **subcontractor.**

f) **"EME Work Package"** shall mean that portion of the Works which shall be set aside for construction by an EME.

g) **"Exempted Micro Enterprise (EME)"** shall mean an enterprise with annual total revenue of R10 million or less. The company or economic activity that is owned by black person(s) and where there is a substantial management control by black people.

C3.3.2 RESOURCE STANDARDS

All of the work will be sub contracted to EME's to expedite the objectives of RDP re-development programme and economic development.

C3.3.4 PREFERRED SUBCONTRACTORS

Subcontractors shall be EME's. An EME's is defined as an enterprise with annual total revenue of R 5 million or less. The company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles shall apply to BE's.

Enterprises shall comply with the following:

- Business shall be registered within the Mnquma Local Municipal boundaries,
- Must be registered with the CIDB to a relevant class i.e CE, GB, ME etc.,
- Must have a current valid Tax Compliance Status Pin.

C3.3.5 SUBCONTRACTING PROCEDURES

All Mnquma Local Municipality' EME's will be invited to submit their quotation together with the required documents. The Employer, together with the Contractor shall evaluate and adjudicate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation and adjudication panel shall comprise of equal representatives from the Employer, Employers Agent, Social facilitator and the Contractor.

The Contractor with assistance from the Employer or Employers Agent will draw up mini tender documents for the EME's to price. A closing date and the venue to submit will be announced. The main contractor then has to evaluate the rates and present them to the PMU for approval. Rates are to be agreed by the PMU.

The Contractor shall without delay award and enter into contract with the successful tendering subcontractor based on their accepted tender submission. Deviations from the tender document shall not be accepted by the employer and the SAFCEC Agreement shall be used (Format attached).

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

C3.3.6 ATTENDANCE ON SUBCONTRACTORS

An allowance is made in the bill of quantities for managing the Subcontractor during the course of the contract. The following items may be required:

- Allowance for managing the subcontract
- Allowance for mentoring, supervising and site training
- Allowance to pay contractors within 30 days after submission of invoice

C3.3.6.1 PROCEDURE FOR ENGAGING EME'S ON THE PROJECT

The conditions of subcontract shall stipulate that the tenderer must be registered with the Construction Industry Development Board, in the relevant category, according to the estimated value of the Work Package.

The Contractor, with assistance from the Employers Agent / Social facilitator, must undertake the following tasks in appointing EME's:

- Get a list of local EME's from the tender submission
- Together with the EME Committee, adjudicate and award the tenders;
- Sign a subcontract agreement for each Work Package with the successful EME subcontractor using the SAFCEC format ;
- Assist and monitor the EME subcontractors with their work output and quality;
- Issue subject to the approval of the Employer a Certification of Completion to each EME subcontractor.

The Contractor shall ensure that EME's are appointed timeously, so as not to delay the programme on the Main Contract in any way.

The above tasks are more fully described below.

C3.3.6.2 TENDER PROCESS FOR APPOINTING EME'S

1.SUPPLY CHAIN MANAGEMENT POLICY

The Contractor shall procure the services of EME's by following a process similar to that of the Municipality's Supply Chain Management Policy, so as to ensure fairness and equity. Tenders, of which the estimated value is below R 200 000, may be procured by obtaining three quotes. However, for work packages whose estimated value exceeds R 200 000, tenders shall be invited from names of EME's that will be provided. The main contractor will invite all local EME's to submit quotes/tenders.

The Contractor shall invite tenders and shall be responsible for the issuing of the subcontract tender documents to prospective tenderers. The PMU will monitor and approve this process.

The Contractor shall adjudicate the tenders with the assistance of the Employer, social facilitator and shall enter into a subcontract agreement with the successful EME.

All conditions of tender, as they applied to the Main Contractor on this Contract, shall apply where relevant, to the tenders for EME or QSE subcontracts.

1.
CONDITIONS OF TENDER

The conditions of the subcontract agreement shall be in accordance with the General Conditions of Contract for Construction Works (2015).

The contract will also specify:

- The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- Details of any training to be provided to the temporary workforce.
- Detail of accepted rates
- Payment terms which should be 7 days after issuing of an invoice on labour only contracts and where the main contractor is supplying material and plant .No early settlement discount will be charged.

2. ASSISTANCE TO THE TENDERERS

(a) The Contractor shall be responsible for ensuring that prospective EME tenderers fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
- implications of the tendered rates;
- scope and extent of the works included in the subcontract;
- proper procedures for the submission of the tender;
- Procedures and basis on which tenders will be adjudicated and the subcontract awarded.

3. ADJUDICATION

a) The Contractor shall receive all tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.

b) All tenders received shall be evaluated by the Employers Agent and the person (Contracts Manager) mandated to act and sign on behalf of the main contractor.

c) The PMU shall have the right to interview any Tenderer for the purpose of:
   - Clarifying any aspect of the tender;
   - Verifying the eligibility of the Tenderer;
   - Querying abnormally high or low rates and prices, and
   - Clarifying rates and prices which are not in balance with other tendered rates and prices.

d) The correction of obvious errors shall be carried out in accordance with the requirements of the CIDB Conditions of Tender.

e) The Contractor shall be prepared to explain the process of adjudication to all Tenderers and motivate his method of award, as may be necessary. All un successful and successful tenderers needs to be notified in writing

4. AWARD OF TENDERS

The Contractor must award the work to the successful EME Tenderer where after a subcontract agreement will be signed between the Contractor and the successful EME Tenderer using the attached SAFCEC format.

C3.3.7 ATTENDANCE OF EME SUBCONTRACTORS

The Contractor shall closely manage and supervise all EME's and shall manage, guide and assist each EME in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant EME and shall be directed at enabling the EME's to achieve the successful execution and completion of the subcontract.

A payment item shall be provided in the schedule of quantities in the Main Contract, in which the Contractor will be reimbursed on the basis of a percentage of the value of the subcontracts awarded, for his attendance on the EME subcontractors. This amount shall allow for:

- All costs incurred for advertising and adjudicating tenders, and for assistance afforded to prospective tenderers.
- All administrative, management and supervisory functions associated with the employment of the EME's.

The Contractor shall be required to appoint an EME Construction Manager who will be responsible to assist EME's as and when required. The EME Construction Manager's duties are specified in Clause PSA 5.11 below

"PSA 5.11 EME CONSTRUCTION MANAGER

Assistance to the EME Subcontractors

The Contractor shall, in addition to the requirements of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), guide, assist and mentor all eligible potential EME's wishing to submit tenders, in the proper completion and submission of their particular tenders, including advice and guidance on how to establish rates.

The Contractor shall employ on a full-time basis, a construction manager on the Contract who will manage the EME's and report on progress to the EME Committee. Such Construction Manager must be adequately experienced with EME work and the development thereof and will be subject to the approval of the Employer. The assistance rendered by the Construction Manager, shall *inter alia*:

a) Be given at a level and to the extent which is commensurate with the expertise and resources of the EME,
b) Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the EME;
c) Not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
d) Be given in a manner which does not unfairly prejudice or favour any particular EME.

The EME Construction Manager will work with and manage the EME or QSE Subcontractors throughout the Contract but will only be on site during times when EME or QSE subcontractors are performing work.

The EME or QSE construction manager shall be a <u>dedicated resource</u> whose only responsibility is to manage the EME QSE subcontractors and as such shall not be the site agent or any other person employed on the contract for other purposes.

C3.3.8 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EME'S

1. Dispute Avoidance and Resolution Procedures

The Contractor shall at all times:

(a) Apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular EME concerned.
(b) Closely manage and supervise all EME's and wherever feasible, give reasonable warning to EME's when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever feasible, give the EME's reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the EME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the EME's that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and an EME such dispute shall be resolved in accordance with the provisions of the subcontract.

2. QUALITY OF WORK AND PERFORMANCE OF THE EME SUBCONTRACTOR

2.1 QUALITY

The contractor shall be fully liable for the quality of work done by the EME as of that work is done by the main contractor. All works are to be done according to the specs and as specified in the tender document.

2.2 PERFORMANCE

If the EME Subcontractor, in the opinion of the Employers Agent, fails to comply with the criteria as listed below, the Employers Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria may include, but are not limited to, the following:

(a) Acceptable standard of works as set out in the specifications in the subcontract.
(b) Progress in accordance with the time constraints in the subcontract.
(c) Punctual and full payment of the workforce and suppliers.
(d) Site safety
(e) Accommodation of traffic.

The EME Subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employers Agent, with the exception of points (d) and (e), for which the reaction time shall be 24 hours. Failure to do so will be sufficient grounds for the Contractor to terminate the subcontract, provided that the EME Committee is satisfied that the Contractor has made every effort to correct the performance by the EME Subcontractor.

C3.3.9 ISSUING OF COMPLETION CERTIFICATE

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EME, a Certificate of Completion. The format, layout and appearance of certificates issued shall be agreed by the PMU, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Employers Agent and a senior representative of the Contractor, who has been duly authorized thereto.

The Certificate of Completion shall provide the following information:

(A) MAIN CONTRACT DATA:

(i) Contract title;
(ii) Contractor's full name and address;
(iii) Employers Agent name and address;
(iv) Employer's name.

(B) SUBCONTRACT DATA:

(i) EME name and address;
(ii) Scope or extent of the subcontract works;
(iii) Value of the subcontract works;
(iv) Duration of the subcontract;
(v) Date of completion of the subcontract;
(vi) Description of the training undergone by the EME.

C3.3.10 CONTRACTOR'S LIABILITY

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), the Contractor shall be fully liable for the acts, defaults and neglects of any EMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

C3.3.11 MEASUREMENT AND PAYMENT

Under the work packages set aside for EMEs, the EME shall be responsible for all labour, plant, equipment, tools, materials and any other incidentals that may be required to carry out the works in accordance with the specifications.

In cases where the EME is unable to have the above then the main contractor is to provide plant, equipment, tools, material and other items needed by the EME in order to implement his work and such contracts will be regarded as labour only sub-contractors.

The Main Contractor shall supervise and manage the EME work at all times in order to ensure compliance with the specifications and drawings.

The Main contractor shall pay EME's 7 days after issue of an Invoice. The main contractor will not charge EME's handling costs i.e. bank charges, early payment discounts etc.

C3.3.11.1 Payment of EME's

EME's are to be invited to submit their payment certificates or claims fortnightly, and are to be paid by the contractor within 7 days.

Payment of EME's may not be delayed pending payment of the contractor by the Employer.

C3.3.12 GENERAL

Claims for extension of time due to delays caused by EME's will not be entertained; the main contractor is to programme in his work factoring the use of EME's. Nonperformance of EME's shall be dealt with in terms of the clause 10 in the SAFCEC sub contractor agreement.

RETENTION

A five percent (5%) Excluding VAT of the sub contract value will be deducted as retention on EME with that to be released in full on issue of the completion certificate for the EME.

SUB CONTRACTING BY EME'S

The Main contractor shall not permit the invited EME sub contractor to further sub contract on any other conditions than those applying in the project specification to subcontractors or EME subcontractor

JOINT VENTURING & CONSORTIUM

The Employer shall not permit the invited Local EME sub contractor to enter into Joint Ventures or form a consortium with an external EME.

PENALTIES FOR NON COMPLIANCE WITH SUB CONTRACTING

Should the main contractor do the work that is earmarked for sub-contracting to EME's. The main contractor will be charged a penalty of 100% of value of any work he/she has done. The amount will be deducted from the monthly payment certificate.

C3.4 : CONSTRUCTION

C3.4.1 Applicable standard: COLTO 1998 or Standard Specifications for Road and Bridge Works for State Road Authorities

C3.4.2 Particular Specification

Particular specifications included with the document at the end of section C3.7 are as follows:

SPEC OHS: Occupational Health & Safety
SPEC ENV: Environmental Management

C3.4.3 Materials and Samples

Where materials to be used on this contract are specified to comply with the requirements of a South African National Standard Specification and such material is available with the official SANS (SABS) mark, the material shall bear the official mark.

Materials or work which does not conform to the approved samples submitted in terms of Subclause 7.4.1 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 7.4.4 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 Construction Plant

All construction plant and equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No machinery that leaks oil, fuel or hydraulic fluids may be used on the Site. Any plant or equipment that, in the opinion of the Engineer, is not of adequate size or fit for use shall be removed from the Site on instruction from the Engineer and replaced with acceptable plant or equipment, all at the Contractor's cost.

Drip trays with absorbent material such as sand, shall be placed under all static plant and equipment at all times, whether such plant is in operation or not.

C3.4.5 *Known services*

Various services are known to exist within the vicinity of the Works. Their approximate positions are shown on the drawings but, although based on the best information available, the accuracy of their positions cannot be guaranteed. It is likely that other services not shown on the drawings also exist within the vicinity of the Works.

The contractor shall take full responsibility to ensure that existing services are not damaged during construction.

C3.4.6 *Treatment of existing services*

Before commencing with any excavation the Contractor shall confirm the name and telephone number of the relevant official(s) directly concerned with the known or suspected services, shall acquaint himself with the relevant positions of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise closely with the relevant authorities or controlling bodies for the necessary temporary closure of any service during construction.

In addition to the requirements of Subclause 5.4 of SANS 1200A, the Contractor shall deal with the crossing of known existing services by the pipeline by:

i. Notifying the Employer's representative and the relevant authority at least 48 hours prior to executing the work.

ii. Serving notice on the resident, occupier and / or owner of every affected property at least 36 hours in advance of any temporary disconnection, advising the nature, time and duration of the disconnection.

iii. Excavating carefully by hand under the supervision of the Engineer's representative and / or the authority involved, on the line of the trench up to 2m, or such distance as may be necessary, in both directions from the indicated position to locate the exact position of the existing service(s).

C3.4.7 Continuance of Operation of Existing Services

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice, as set out in C3.4.7 above, has been given to the affected residents.

Connecting into the existing water reticulation and sewer network may only be undertaken after the Employer has received 72 hours prior written notice of the date and times that the Contractor intends to carry out the work.

C3.4.8 *Damage to services*

In the event that the Contractor damages an existing service, he shall immediately notify the relevant authority and arrange for the service to be isolated.

Once isolated, the Contractor shall arrange with the relevant authority for the repair of the damaged service. In the case of pipelines, the Contractor shall repair the service himself. In the case of damaged electric or communication cables, the Contractor shall arrange for the relevant authority to repair the damaged service.

In the case of known existing services, or services whose presence could be reasonably deducted on site, the cost of the repair of the service will be for the Contractor's account. In the case of unknown services, the Contractor will pay the relevant authority for the cost of repairing the damaged service and claim the actual cost of repair plus a maximum mark-up of 10% from the Employer. No payment for damaged unknown services will be made without an invoice or receipt of payment for the cost of the damage from the relevant authority.

C3.4.9 *Service and facilities provided by the employer*

Source of Water Supply

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

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

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

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

Source of Power Supply

The Contractor is to make his own arrangements with the Electricity Department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

Location of Camp and Materials storage area

The camp site and storage area will be indicated to tenderers at the site inspection for the contract.

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

C3.4.10 Facilities provided by the contractor

Temporary Offices

Site meetings will be held in the Contractor's site office.

Sanitary Facilities

The Contractor shall supply an adequate number of chemical toilets for the use of his workforce. The number of toilets shall be based on one (1) toilet per fifteen personnel on site. Separate toilets shall be provided for males and females.

Toilets shall be positioned such that no member of the workforce is further than a maximum of 100m walking distance from a toilet. Under no circumstances may the surrounding area or bush be used as a toilet.

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

Telephone Facilities

A site telephone will not be required by the Engineer, but the time-related tendered rate for the Contractors telephone shall include for local official calls by the Engineer or his Representative.

Survey Equipment and Assistants

The Contractor shall, for the duration of the Contract, provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 x 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

Site Instruction Book

The Contractor shall keep a triplicate book for site instructions on Site at all times.

C3.4.11 ***Site Usage***

The Contractor shall confine his activities to the site of the Works and to the area allocated to him for his site offices and materials storage. The Contractor may not use or damage in any way any area that falls outside the boundaries of the Site. Any area outside of the Site boundaries damaged by the Contractor shall be rehabilitated to the satisfaction of the Engineer at the Contractor's expense.

C3.4.12 *Water for Construction Purposes*

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

C3.4.13 *Survey Control and Setting Out of the Works*

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

On completion of the Contract the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor will be replaced at the Contractor's cost.

C3.4.14 *Site Maintenance*

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.4.15 *Testing and Quality Control*

a) Contractor to engage services of an independent laboratory

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

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

b) Additional testing required by the Engineer

In addition to the provisions of subclause C3.4.19(a): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.19(a) at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

c) Costs of testing

i. Tests in terms of subclause C3.4.19(a)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.19(a), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.19(a).

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

ii. Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.4.19(b): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.16 ***Access to Properties***

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the aforegoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and

properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

C3.4.17 *Employment of Local Labour*

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The minimum wages for local labour shall be those prescribed by SAFCEC for the area in which the Works falls.

C3.4.18 *Monthly Statement and Payment Certificates*

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

C3.4.19 *Construction in Restricted Areas*

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

C3.4.20 *Workmanship and Quality Control*

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

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

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

PSA GENERAL

PSA 2 INTERPRETATIONS

PSA 2.2 Applicable edition of standards

Add the following at the beginning of the clause:

"Unless a specific edition is specified (see the List of Applicable Specifications),....."

PSA2.3 Definitions

The terms "GPO", "P&T" and "Department of Posts and Telecommunications" shall mean "Telkom SA Limited".

Except for references to "the (official) SABS mark", the term "SABS" shall mean "SANS".

PSA2.4 Abbreviations

Add to Sub-clause 2.4(b) :

"MAMDD : Modified AASHTO maximum dry density".

PSA2.8.1 Items in Schedule of Quantities

In the fourth line of Sub-clause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification, particular specification or project specification".

PSA 3 MATERIALS

PSA 3.1 Quality

Where applicable, materials shall bear an official standardization mark.

Add the following:

"Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms 'or other approved' or 'or approved equivalent' are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer."

PSA 4 PLANT

PSA 4.2 Latrine facilities

The toilet facilities to be provided and maintained by the Contractor for all his workers shall be of the chemical type and these shall be readily accessible to workers at all areas of both sites.

PSA 5 CONSTRUCTION

PSA 5.1.1 Setting out of the works

The works are to be set out by the Contractor using the co-ordinates provided and verified

with the control pegs and bench marks.

The Contractor shall check all control pegs and bench marks well before he intends constructing any portion of the Works influenced thereby. Should any peg have been disturbed or any discrepancy in the positions or levels be discovered, the Engineer shall be informed as soon as possible in writing, but in any event at least 7 days before such construction is due to start. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the control pegs and bench marks are correct.

Co-ordinates are based on WGS84 and reduced levels on M.S.L.

PSA 5.1.2 Preservation and replacement of beacons and pegs subject to Land Survey Act

Delete from the seventh line "Before the commencement . . . . to the tenth line . . . . apparently in their correct positions" and replace with the following:

"Immediately on taking over the site, the Contractor, under the direction of the Engineer, shall search for all pegs and the Contractor shall compile a list of pegs that are apparently in their correct position."

Add the following:

"(c)* pegs in close proximity to the works which would unavoidably be removed, subject to the Engineer's approval being given to remove such pegs."

Any erf boundary pegs disturbed by the Contractor during the Contract will be replaced by a Land Surveyor after the completion of all operations. Any costs in connection with the replacement of pegs for which the Contractor is responsible in terms of Sub-clause 5.1.2 will be recoverable from the Contractor by deduction from the monthly certificate of payment.

PSA 5.2 Watching, Barricading and Lighting and Traffic Crossings

Add the following

"The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulation of 2003 (notice no R1010, dated 18 July 2003) to the Act".

PSA 5.4 Protection of Overhead and Underground Services

The drawings show the position of existing services, based on the best information available but, though these are presented in good faith, their accuracy cannot be guaranteed. The Contractor shall verify the positions of all services including cables, overhead lines, manholes, survey beacons and other obstacles or existing works that may occur on the site of the Works.

At least three weeks in advance of commencing work in any particular area, the Contractor shall expose by hand excavation in all existing underground services either crossing or adjacent to the works. He shall accurately record the position and level of the service and immediately forward this information to the Engineer, to enable timeous amendments to be carried out to design, should this prove necessary. On completion of recording the above information, the Contractor shall immediately backfill and reinstate the trial holes.

"PSA 5.9* Maintaining services to occupied erven

The Contractor shall take note that he shall not cut off any existing services in use without the prior approval of the Engineer and the knowledge of the residents. Further, no existing service in use shall remain cut off for more than 8 hours or overnight.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Engineer to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining water supply pipelines in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.10* Accommodation of other contractors

The Contractor may be required to accommodate other contractors on the site of the works during the Contract period.

Adequate access to the site of their works shall be given the above stated contractors at all times.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the site of the works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

"PSA 5.11* Accommodation of Traffic

The Contractor shall at all times ensure that adequate traffic accommodation measures are put in place so as to ensure public and traffic safety. All roads and lanes, including driveways and access to properties, shall remain fully operational throughout the contract period.

The Contractor shall at all times ensure that adequate traffic accommodation measures are put in place so as to ensure public and traffic safety.

Temporary traffic signs shall be erected at all diversions.

The **number** and **layout** of the traffic signs shall comply with the Site Manual entitled **"Safety at Roadworks in Urban Areas"**, as published by the Department of Transport. Traffic signs shall have a yellow background with either a red or black border.

Prior to construction commencing the contractor is to liaise with the Chief Traffic Officer of Port Elizabeth and ensure that all works are conducted to conform with the set requirements and procedures. Payment for the accommodation of traffic, including the supply, maintenance and movement of signage, will be made in accordance with PSA 8.8.2."

"PSA 5.12* EME Construction Manager

The Contractor shall employ on a monthly basis, in addition to Clause 4.4 of the General Conditions of Contract (2015) an EME Construction manager on the Contract who will guide,

assist manage and mentor all EME's appointed on the contract, and report on progress at the contract site meetings. Such an EME Construction Manager must be adequately experienced with EME work and the development thereof and will be subject to the approval of the Employer. The assistance rendered by the EME Construction Manager, shall *inter alia*:

(i) Be given at a level and to the extent which is commensurate with the expertise and resources of the EME,
(ii) Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the EME;
(iii) Not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
(iv) Be given in a manner which does not unfairly prejudice or favour any particular EME.

The EME Construction Manager will work with and manage the EME Subcontractors throughout the Contract but will only be on site during times when EME subcontractors are performing work.

The EME construction manager shall be a dedicated resource whose only responsibility is to manage the EME subcontractors and as such shall not be the site agent or any other person employed on the contract for other purposes.

PSA 7 TESTING

PSA 7.2 Approved laboratories

Add after "Engineer" in the third line "or any laboratory designated by the Engineer".

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered Contract period for the total works, plus as applicable the period over the Christmas shutdown equalling 15 working days and all gazetted paid holidays for the Civil Engineering Industry."

PSA 8.2.2 Time-related items

Replace the contents of this subclause with the following:

"Subject to the provisions of 8.2.3 and 8.2.4, payment for each time-related item will be made monthly in equal amounts, calculated by dividing the sum tendered for each item by the duration of construction as defined in PSA 8.1.2.1 in months, until the sum tendered has been paid in full, provided always that the total of the monthly amounts so paid for each item is not more than in proportion to the progress of the work as a whole.

Should the Engineer grant an extension of time for the completion of the total works, the Contractor will be entitled to an increase in the sums tendered for time-related items, which

increase shall be in the same proportion to the original tendered sums, as the extension of time is to the duration of construction as defined in PSA 8.1.2.1. The Contractor shall however note that the aforementioned will not apply to extensions of time granted in terms of PSA 8.4.6.

Payment of such increased sums will be taken to be as full compensation for all additional preliminary and general costs, either time-related costs or fixed costs, that result from the circumstances pertaining to the extension of time granted."

PSA 8.3.1 Contractual requirements.....Unit : Sum

Add the following:

"The sum tendered shall include for the cost of providing and maintaining the special risks insurance stipulated in the appendix to the tender." "In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

PSA 8.3.2.1 Facilities for Engineer

Replace the contents of this subclause with the following:

"(a) Furnished office (1 No).....Unit : Sum

(b) Nameboards (2 No).....Unit : Sum"

The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB.

PSA 8.3.2.2 Facilities for Contractor.....Unit : Sum

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.3.4 Removal of site establishment.....Unit : Sum

Add to Sub-clause 8.3.4

"The amount shall also cover the cost of complying with the requirements of Clause 5.15 of the General Conditions of Contract."

PSA 8.4 Scheduled Time-Related Items

PSA 8.4.1 Contractual Requirements

Add the following :

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

(i) The maintenance of his whole organisation as established for this Contract.

(ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.

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

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

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

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

PSA 8.4.2 Adjusted Payment for Time-Related Items

Add the following:

"The payment to the Contractor for Time-Related items shall be such proven additional cost (in accordance with clause 5.12.3 as amended in the Contract Data) in the event of the Contract being extended.

Cost means all expenditure reasonable incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. Typical examples: Extension of guarantee and insurances, cost for labour, plant, equipment and tools.

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

PSA 8.4.3 Adjusted Payment for Time-Related Items

Add the following:

Provide the Engineer with a breakdown upon request.

PSA PAYMENT CLAUSES

PSA 8.4.5 Other Time-related Obligations

"PSA 8.4.5.1* Provision of Security Personnel .....Unit: month

This item shall cover the cost of providing such security personnel the Contractor deems appropriate, taking cognizance of the location of the site and the historical record of incidents of crime in the area.

PSA 8.5 Sums Stated Provisionally by Engineer

PSA 8.5.1 Additional Testing required by the Engineer .....Unit: Provisional Sum

The provisional sum provided in the Bill of Quantities is to cover the payment of the SANAS registered soils laboratory to conduct any additional tests as directed by the Engineer.

PSA 8.5.2 Overhead, charges, profit etc. on item PSA 8.5.1..... Unit: %

The percentage tendered shall be paid to the Contractor on the actual amount paid to the soils laboratory and shall cover the following:

- All costs involved in arranging the tests with the laboratory.
- Setting out the positions for the tests to be taken by the laboratory as indicated by the Engineer.
- Making good all test holes.
- The cost of all overheads, charges and profits.

"PSA 8.5.3* Relocation of municipal services .....Unit: Provisional Sum

The provincial sum is to cover the costs payable by the contractor to service providers, on the engineer's instruction only, for the relocation of existing services which impede construction activities.

"PSA 8.5.4* Overhead charges, profit, etc on item PSA 8.5.3 .....Unit: %.....

The percentage tendered shall be paid to the contractor on the actual amount paid to the service provider and shall cover the cost of contacting the service provider and arranging for the relocation of the services, as well as briefing the service provider on the presence of other underground services which may affect their work, ensuring that the service providers workmen are correctly inducted on site and maintaining a competent supervisory presence whilst relocating work takes place.

PSA 8.5.5 Engineer's cellular phone costs Unit: Provisional Sum

The provisional sum is to cover the costs payable by the contractor, to the Engineer's cellular network provider, for the engineer's cellular use during the contract.

PSA 8.5.6 Overhead charges, profit, etc on item PSA 8.5.5 ..... Unit: %

The percentage tendered shall cover the costs of the contractor settling the engineer's monthly cellular bill with the cellular network, in full and timeously as required by the terms and conditions of the cellular contract.

"PSA 8.5.7* Community Liaison Officer (CLO) renumeration Unit: Provisional Sum

The provisional sum is to cover the cost of the CLO's monthly salary for the duration of the contract.

"PSA 8.5.8* Overhead charges, profit, etc on item PSA 8.5.7 ..... Unit: %

The percentage tendered shall cover the office administration of the CLO's employment contract as well as on site management of the CLO, for the duration of the contract.

"PSA 8.5.9* EME Construction ManagersUnit: Man Month

The contractor shall employ an EME construction manager who will manage the EME's and report on progress at the contract site meetings. Such Construction Manager must be adequately experienced with EME work and the development thereof and will be subject to the approval of the Employer.

The EME construction manager shall be a dedicated resource whose only responsibility is to manage the EME subcontractors and as such shall not be the site agent or any other person employed on the contract for other purposes.

The assistance rendered by the Construction Manager, shall *inter alia*:

a) Be given at a level and to the extent which is commensurate with the expertise and resources of the EME,
b) Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the EME;
c) Not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
d) Be given in a manner which does not unfairly prejudice or favour any particular EME.

The EME Construction Manager will work with and manage the EME Subcontractors throughout their involvement on the contract, but may only be on site during times when EME subcontractors are performing work. During the time that EME subcontractors are performing work, the EME Construction Manager shall be available on site during normal working hours.

"PSA 8.5.10* EME Subcontract Works (Description).....Unit: Provisional Sum

Provisional sums have been allowed for reserved work packages for work awarded to subcontractors selected in consultation with the Employer in accordance with Clause C3.3.2. The sum paid shall be as certified by the Engineer for work completed by the EME Sub-Contractor(s).

"PSA 8.5.11* Overhead charges, etc on item PSA 8.5.10 ..... Unit: %

The percentage tendered shall cover all costs including but not limited to management, administration, overheads, finance costs, risk and profit on the value of the work awarded for EME subcontract packages under PSA 8.5.10

"PSA 8.9* Compliance with OHS Act and Construction Regulations (Including The Construction Regulations 2014) ..... Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract, as described in PS 8.7 of Portion 1 of the Project Specifications. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

"PSA 8.10* Assist Emerging Contractor with upgrading of CIDB registration…..... Unit: sum

This sum will be paid to the contractor once all of the EME that would like to upgrade their CIDB rating have done so.

PSA 8.12 PROVISIONAL SUM FOR ACCREDITED TRAINING

Add the following payment items:

Accredited training by the Department of Labour or other service providers

Prov. sum

(a) Handling costs and charges for the contractor

Percentage (%)

The contractor will liaise with the Engineer and the Community Liaison Officer (CLO) for the training requirements of targeted labour local labour (includes local labour used by EME's if applicable) and arrange for formal training with the local Department of Labour, or other accredited training service providers.

PSC SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 Disposal of Material

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

"Debris arising from clearing and grubbing or from the demolition of structures on site shall be removed by the Contractor and disposed of at the local tip site or alternate approved tipsite. The tendered rate shall also cover the cost of loading, transporting rubble and car wrecks encountered in the road reserves or along the line of the pipe.

The rate tendered shall allow for any fees to be paid at the tipsite.

PSC 5.5 Clearing of Vegetation

Add the following:

"Except if otherwise agreed, where areas have to be recleared on the written instruction of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that reclearing may become necessary."

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2.1 Clear and grub.....Unit : m/ha

Delete "(Except where 8.2.9 is applicable)" in the seventh line of this subclause.

Add after "transporting" in the seventh line:

"to the Mnquma Local Municipality tip site or alternate approved site"

PSC 8.2.2 Remove and grub large trees and tree stumps of girth.....Unit : No

Add the following:

"Notwithstanding the contents of this clause it must be noted that only the tree stumps remain and the Contractor shall note this when pricing this item."

"PSC 8.2.11* Remove and dispose of existing kerbing and concrete channelling.....Unit : m"

The sum tendered shall cover the provision of all labour and equipment to remove and dispose of existing kerbing and concrete channelling, regardless of volume, at the designated tip site.

"PSC 8.2.12* Saw-cut asphalt surfacing.....Unit : m"

The sum tendered shall cover the provision of all labour and equipment to saw-cut asphalt surfacing.

"PSC 8.2.13* Remove and dispose of asphalt surfacing.....Unit : m^2"

The sum tendered shall cover the provision of all labour and equipment to remove and dispose of asphalt surfacing (saw-cutting will be compensated for under item PSC 8.2.12).

PSD EARTHWORKS

PSD 3 MATERIALS

PSD 3.1 Classification For Excavation Purposes

Delete SABS 1200:D Clause 3.1 and replace with the following:

PSD 3.1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (b).

PSD 3.1.2 Classes of Excavation

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

(a) Hard rock excavation

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

This classification includes materials such as:

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

(b) Soft Excavation

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

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

PSD 5.2.1.2 Conservation Of Topsoil

Add the following to Clause 5.2.1.2:

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

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 3 MATERIALS

PSDM 3.1 Classification of Excavation

Clause PSDB 3.1 will apply for this clause.

PSDM 5 CONSTRUCTION

PSDM 5.2.3.3 Treatment of Road Bed

(a) Preparation and Compaction of Road Bed

Add the following:

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

PSDM 5.2.9 Trimming and Grading of Verges

(New Clause)

During the initial earthworks the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during construction of the works. After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the verge shall be finished off to the lines and levels shown on the drawings or as specified.

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, base course material, horticultural inferior materials from trench excavations, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those sections of verge where grass is to be planted or where the Engineer deems it necessary to spread topsoil, he may instruct the Contractor at the stage of the major earthworks operation to work to levels altered from those shown on the drawings.

Topsoil may be provided from stockpiles on site in which case the Contractor shall load, transport and spread as ordered by the Engineer. In the case of topsoil provided and imported by the Contractor the quality of the topsoil shall be approved of by the Engineer beforehand.

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

PSDM 5.2.10 Dimension and Level Control and Process Control

(New Clause)

The Contractor shall submit to the Engineer records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

PSDM 5.2.11 Requesting of Tests

(New Clause)

Tests and Inspections of the works will only be carried out by the Engineer once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Engineer.

PSDM 8 **MEASUREMENT AND PAYMENT**

PSDM8.3.4(a) Cut to Fill, Borrow to Fill

Add to Clause 8.3.4(1) the following:

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

PSDM 8.3.13 Surface Finishes

Add to Clause 8.3.13 the following Clause (c):

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

Only the following verge item will be measured and paid for separately.

The unit of measurement for trimming and grading of verges shall be per square metre.

The rate tendered for the above item shall include for all things necessary to complete the work as specified."

PSDM 8.3.17 Construct Selected Layers using Imported Material Compacted to 93% Mod. AASHTO

(New Clause)

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

PSGA CONCRETE (SMALL WORKS)

PSGA 3 MATERIALS

PSGA 3.2.1 Applicable specifications

Add the following to this subclause:
"Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements."

Furthermore, where reference is made in this specification or the standard specification to a different cement type, the following names will apply and the Engineer will confirm the relevant new name from the table below:

Cement Grade	Cement Type	Approximate old product name	Holcim	New Blue Circle	New NPC	New PPC	New Slag-cement
52,5	CEM 1	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42,5 R	CEM 1	Rapid hardening	-	-	-	Rapo	-
42,5	CEM 1	OPC *	Portland Cement	Duratech	-	OPC	-
	CEM 1	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32,5R	-	-	-	-	-	-	-
32,5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC 15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All purpose cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22,5	MC 22.5X	PFAC ***	Multi purpose cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12,5	MC 12,5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12,5	Mortacem	-	-	-	-	-

Notes: * OPC cements previously performed approximately as CEM 1 32,5R products
** PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time
*** Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X"
**** Sure build cement will not be allowed to be used on this project.

"PSGA 3.8* Curing compound

Curing compound shall be white pigmented natural resin based liquid curing compound complying with ASTM C 309-74."

PSGA 4 PLANT

PSGA 4.2 Mixing Plant

Add the following:

"All site mixed concrete shall be mixed in a rotary type mixer and the minimum size of mixer that may be used shall have the capacity to mix a batch comprising one standard 50kg bag of cement."

PSGA 4.4.2 Finish

The finish to all exposed concrete shall be smooth and that to buried or backfilled surfaces, rough.

PSGA 5 CONSTRUCTION

PSGA 5.4.1.5 Strength concrete

Add the following:

"The Contractor shall, when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out. Reliable test records of concrete made from the same materials and mix proportions will, without prejudicing the requirements of this subclause, be accepted as a basis for approving a mix design."

PSGA 5.4.2 Batching

Notwithstanding the requirements of this subclause, the method of batching shall be subject to approval. If volume batching is allowed only full standard 50kg bags of cement may be used to make up a batch.

PSGA 5.4.6 Compaction

Replace "or (if approved) ... forking" in the first sentence of subclause 5.4.6.3. with "using approved vibrators".

PSGA 5.4.7 Curing and protection

Notwithstanding the provisions of this subclause, all cast in situ concrete shall, except where otherwise authorised, be cured in accordance with the requirements of subclause (c) using curing compound of the type specified in PSGA 3.8.

PSGA 5.4.8 Concrete surfaces

All unformed concrete surfaces shall, except where otherwise ordered, be given a wood float finish.

PSGA 7 TESTS

PSGA 7.1.2 Frequency and sampling

Notwithstanding the requirements of this subclause, the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the specification. The Engineer will only carry out such check testing as he requires.

PSGA 8 MEASUREMENT AND PAYMENT

PSGA 8.1.2 Reinforcement.....Unit : (t)

Replace the contents of this clause with the following:

"The unit of measurement for steel bars shall be the ton of reinforcement in place in accordance with the drawings or as authorised by the Engineer.

The unit of measurement for welded steel fabric shall be the square metre of fabric reinforcement in place and the quantity shall be calculated from the nett area covered by the mesh, excluding laps.

Clips, ties, separators, stools and other steel used for positioning reinforcement shall not be measured unless shown on the bending schedules.

The rate tendered shall cover the cost of the supply, delivery, cutting, bending, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste."

PSGA 8.1.3 Concrete

Delete all references to "intermediate excavation" throughout this subclause.

Add after "testing" in the second line of subclause 8.1.3.3(a) "including transport to an approved laboratory".

PSM ROADS (GENERAL)

PSM 6 TOLERANCES

PSM.6.4 Level Control of Road Layers

(New Clause)

The Contractor shall submit at the time of requesting acceptance of a road layer a record of the surface levels of that section, taken at metre age intervals to coincide with the level pegs. A sample form is obtainable from the Engineer.

PSM 7 TESTING

PSM 7.1 General

Add: "The random sampling method of TMH 5, for the spotting of positions, for field density testing will not necessarily be applied by the Engineer's Representative. Density testing shall be carried out where, in his opinion, the density of the compacted layer is suspect. The Contractor shall present the full width of the layer, between the stated linear stake values, for acceptance. Only in exceptional cases will partial widths of layer be accepted for testing."

PSM 7.3 Routine Inspection and Testing

Add to Clause 7.3.2: "The request for acceptance of a layer shall be submitted in writing, specifying the exact location of the section and type of layer. On receipt of all these details the Engineer's Representative will arrange for the necessary inspections and tests to satisfy himself that the road layer complies. Testing will be carried out as expeditiously as possible, and the results will be available within 48 hours of receipt of test request. The Contractor shall backfill the test holes left in the layer with a similar material to that of the layer tested and compact the material to a similar density. Concrete shall not be used."

PSM 8 MEASUREMENT AND PAYMENT

PSM 8.2 Inspection and Testing of a Road Layer

(New Clause)

The cost of refilling and compacting the density test holes shall be included in the rate tendered for the construction of that layer.

PSME SUBBASE

PSME 3 MATERIALS

PSME 3.2.1 Subbase Material

With reference to Clause d(ii) and d(iii), the regional factor for the Metropole shall be taken as 0,6.

PSME 5 CONSTRUCTION

PSME 5.4.1 Placing

The subbase layer shall be ripped and re-compacted (150mm thick) unless shown otherwise on the drawings.

PSME 6 TOLERANCES

PSME 6.1 Dimensions, Levels, etc.

PSME 6.1.1 General

Add the following to Clause 6.1.1:

"For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SABS 1200 MF Clauses 6.1.2 to 6.1.6 inclusive."

PSMJ SEGMENTED PAVING
PSMJ 5 CONSTRUCTION
PSMJ 5.1 Preparation

Notwithstanding the provision of this subclause, the construction of the earthworks and controlled layers shall be completed in accordance with the applicable requirements of SABS 1200 DM, and any amendments thereto, as well as the details shown on the drawings.

PSMJ 5.4 Laying of units

Notwithstanding the provisions of this subclause, filler units shall be cut such that they are closer fitting. No chopping or breaking of the units will be permitted.

PSMJ 5.5 Filling gaps in unit pattern

Delete the contents of this subclause. Subclause 5.4 and PSMJ 5.4 shall apply.

PSMJ 8 MEASUREMENT AND PAYMENT

PSMJ 8.2.2 Construction of paving layer complete

Add the following:

The final wearing coarse material applied shall be approved by the project Engineer, gradient to be 3-4% camber or crossfall, and the rate tendered shall include all costs associated with the addition of this road alignment required by the Municipality.

PSMJ 8.2.3 Cutting units to fit edge restraints

Delete the work "raking" in the first sentence of this subclause.

Add the following:

"The cutting of units to suit radii > 1,0m shall be classified as straight cutting".

C3.5 : MANAGEMENT

APPLICABLE SANS 1921 STANDARDS

The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

SANS 1921-1: General engineering and construction works
SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor
SANS 1921-3: Structural steelwork
SANS 1921-4: Third party management support in works contracts
SANS 1921-5: Earthworks activities, which are to be performed by hand
SANS 1921-6: HIV / AIDS awareness

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.1.7	The requirements for drawings, information and calculations for which the contractor is responsible are: ....
4.2.1	The responsibility strategy assigned to the contractor for the works is: State A, B or C
4.2.2	The structural engineer is: .....
4.2.3	Drawings and other information are to be submitted in accordance with the contractor's programme.
4.3	The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer. The programme shall be in the form of a Gant Chart and shall include the following details: • A work breakdown structure, identifying the major activity groups. • For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities. • The linkages between activities shall be clearly indicated and the logical network upon which the programme is based should be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	• The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown. • The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme. • Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc. • Together with the programme as detailed above the contractor shall submit to the engineer a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments. • The programme shall be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings. • If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work shall be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner. • Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract. • The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	the applicable clauses of the General Conditions of Contract when drawing up his programme. • The planning, program and method statements are to comply with the following: ○ Microsoft Project format
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: …… …… ……
4.12.2	The fabrication drawings which the contractor is to provide and deliver to the client are: …… …… ……
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for the use by the employer and his agents are: • Site office complete with desk, 3 chairs, 2 filing cabinets and plan layout table. Such an office shall be minimum 12m² in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing • Site meeting room complete with conference table and 10 chairs. Such an office shall be minimum 20m² in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing. • Electric lighting and power points in above rooms • 2 Carports • Cell phone and/or telephone and fax facilities • Ablution facilities for the Engineer and his staff. • Laboratory facilities
4.14.6	The requirements for the provision and erection of sign boards are: ……

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	.....
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: ....
4.17.3	Services that are known to exist on the site are shown on the drawings
4.17.4	The requirements for the detection apparatus are: ....
4.18	The additional health and safety requirements are: ....
4.22	The works to be undertaken by nominated and selected subcontractors comprise: ....
Variations:	
4.1.10	Degree of accuracy II shall be applicable unless stated otherwise in the drawings or specification.
4.2.4	The time frame for acceptance is 10 working days

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
Additional clauses:	
4.1.1 p)	Add this new clause: "Appoint a Community liaison officer (CLO) to assist with the community liaison with the beneficiary community."
4.23	Add this new clause: "4.23 Community participation" Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the project, by the Ward Councillor. The functions of the PSC will be to: • Assist in monitoring the project. • Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time. • Encourage the community to participate in the Labour Intensive construction. • Identify skills, skilled personnel and suppliers in the towns. The PSC will not have the power to: • Give any instructions to the contractor, except through the engineer. • Become involved in the daily operations of the contractor or interfere with the contract works. A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport."

SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor	
Clause No	Specification data
4.3.2	The contractor shall design all the temporary culverts
4.6.1	The length of half-width roads under construction shall not exceed 5m
4.6.3	The length of road shall be limited to 5 km
4.10.1	The contractor shall provide the following traffic control facilities: • Traffic-control devices such as flagmen, STOP and GO signs, traffic signals. • Statuary permanent and temporary road signs and barricades. • Channelization devices and barricades including delineators, cones, road studs, road marking, etc. • Barriers such as New Jersey, plastic movable barriers, etc. • Warning Devices on plant and construction vehicles. • Road markings.
Variations:	
Additional clauses:	
4.1.4	Add this new clause: “Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction. The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13. The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction.”

SANS 1921-3 Structural steelwork	
Clause No	Specification data
4.2.1	The responsibility strategy assigned to the steelwork contractor for the work is: specify A, B or C.
4.2.2	The steelwork structural engineer is. .....
4.3.2.1	The site will be ready for steelwork to commence on .....
4.3.2.1	The requirements for sequencing of the works are: .... The times for completing of the sections are: .... The procedures to be followed are: .... Matters that affect the program are: ....
4.3.3.2	The steelwork contractor is required to provide the steelwork structural engineer with a detailed method statement for the erection of each structure at least 2 weeks before construction commences.
4.4.2.4	The steelwork contractor is required to provide the following facilities for test purposes: ....
4.4.3.4	The following items and procedures need to be tested / certified by a recognized body:

SANS 1921-3 Structural steelwork	
Clause No	Specification data
	....
4.5.1.1	Information, drawings and calculations provided to the steelwork contractor will be provided in the following format: ..... and on the following media: ....
4.5.1.2	The steelwork contractor is to provide information in the following format: Drawings in AutoCAD *.dwg* format Programmes in Microsoft Project format .... Data will be supplied on paper and on DVD / CD media.
4.5.3.1 *or* 4.5.3.2	Drawings and other information are to be submitted in accordance with the steelwork contractor's accepted programme.
4.5.3.4	The steelwork contractor is required to submit the following additional information with general arrangement drawings to the employer for approval: ....
4.5.3.6	The steelwork contractor is required to submit "as erected " drawings
4.7.6	The steelwork contractor is required to make his own arrangements for the provision of the following services: Water .....

SANS 1921-3 Structural steelwork	
Clause No	Specification data
	Electricity ..... Sanitary services ....
4.7.9	The requirements for the provision and erection of sign boards are: ....
4.10.2	The requirements for the protection, termination, diversion or maintenance of existing services are: ....
4.10.4	Services which are known to exist on site are: .....
4.11.1	The specific health and safety requirements are: .....
4.11.3	The steelwork contractor is required to submit a report on the assessment and management of risk.
4.11.4	The steelwork contractor is required to enclose the steelwork for the protection of the public and others.
Variations:	
Additional clauses:	

SANS 1921-3 Structural steelwork	
Clause No	Specification data
SANS 1921-4: Third –party management support in works contracts	
Clause No	Specification Data
5.1.1(b)	The construction Manager is required to arrange for the supply of mechanical equipment and the supply and delivery of materials to site
5.1.1(i)	The construction manager is required to provide the following site facilities: ....
5.1.1(b)	The employer's policy pertaining to conditions of employment is as follows: ....
5.1.1(h)	The following name boards are required: ....
Variations:	
Additional clauses:	

SANS 1921-5: Earthworks activities that are to be performed by hand	
Clause No	Specification Data
5.1	The depth of the trenches to be excavated by hand is 1,5m.
Variations:	State variations, if any, for example specific compaction requirements
Additional clauses	

SANS 1921-6: HIV / AIDS awareness				
Clause No	Specification Data			
4.2.1(a)	A qualified service provider is a service provider that is accredited by The NMBM Health and Social Development and appears on the list of recognized service providers Of the NMBM Health and Social Development. The contact particulars of qualified service providers are as follows:			
	Name	Tel	Fax	e-mail
4.2.1 (a)	Apart for the initial programme, the HIV / AIDS awareness programme is to be repeated at 4-month intervals throughout the duration of the contract			
Variations:				
Additional clauses:				

MANAGEMENT OF THE WORKS

Applicable SANS Standards

The following SANS Standardized Specifications for Civil Engineering Construction Contracts are applicable:

i. SANS 1200 A :General
ii. SANS 1200 AB :
iii. Engineer's Office

The provisions of SANS 1200 A and SANS 1200 AB take precedent over the provision of any part of SANS 2001 that is applicable to the Contract. The variations and additions to these specifications are described in Section C3.4.

Further to the above, the SANS 1200 Standardized specifications listed in C3.4 are applicable.

Particular or Generic Specifications

Refer to Clause C3.4.1

Planning, Programming and Cash Flow

Programming and Cash Flow

Clause 5.6 of the General Conditions of Contact (GCC 2015) requires the Contractor to submit a programme for the execution of the works. The programme shall be presented in the form of a Gantt Chart.

In addition to the requirements of Clause 5.6, the format and information shown shall comply with the following:

- The various stages of work planned to be completed per month in sufficient detail to be able to assess construction progress,
- Sequence of work,
- Resources intended to be utilized,
- The interdependence between resources and sequence of work,
- Clear indication of the critical path activities and their dependencies,
- Key dates in respect of information to be provided by the Employers Agent and/or others,
- Labour resources schedule which must distinguish between the Contractors permanent labour and the temporary employed labour from the local ward,
- The lead time for training of labour from the local ward.

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

When drawing up the programme the Contractor shall, among other issues, take into consideration and make allowance for:

- Expected weather conditions and their effects,
- Known physical conditions or artificial obstructions,
- Searching for, dealing with and carrying out alterations to the existing services,
- The procurement process of EME's in accordance with section C3.3,

- The provision and implementation of the Environmental Management Plan (EMP) in terms of the Environmental Management Specification and Environmental Impact Assessment (EIA) conditions,
- The restrictions on the length of trench open at any one time as specified,
- The accommodation and safeguarding of public access and traffic,
- The lead time required for compliance with the Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (annexure C & D respectively),
- Provision and implementation of the Health and Safety Plan in terms of the 2014 Construction regulations and the Occupational Health and Safety Act (1993)
- Election day,
- Official builders break,
- Special non-working days, and
- Non-working days.

Failure to produce a detailed programme may prejudice the Contractor in any claim for an extension of time.

Failure to comply with these requirements will entitle the Employers Agent to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

Employers Agent Inspection and Approval of the Works

The Contractor shall allow reasonable time in his programme for the Employers Agent to carry out examination of the work before covering up. Requests for inspections should be made in writing to the Employers Agent at least 24 hours before such inspections are required. Requests for inspections should coincide with the Employers Agent Representative daily site visit.

If the Employers Agent attends with the purpose of examining any part or materials of the works at the date and time agreed on with the Contractor and it is found that the works or materials are not ready for inspection, the Contractor shall be responsible for the cost of that visit by the Engineer.

The Employers Agent Representative will visit the site approximately daily for the purpose of supervision of the Contract and inspection and approval of completed work. The Contractor shall therefore arrange his working programme in such a way that all work is inspected and approved at the required time. Under no circumstances shall he proceed with any activity that covers up previous work before the previous work has been approved in writing (e.g. no trench shall be backfilled until the laid pipes and bedding have been inspected and approved).

C3.5.2.4.1 Review of Progress

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

The Contractor is required together with his monthly updated programme to submit a cash flow indicating the anticipated total and monthly expenditure value for the contract at the monthly site/progress meetings.

With reference to paragraph 56 of the Contract Data the programme and cash flow will be reviewed at the monthly site meetings at which time the contractor shall provide sufficient detail that will allow a comparison of completed work per activity against the original approved programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Employers Agent may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen (14) days of the demand.

SEQUENCE OF THE WORKS

The Contractor may elect to undertake the work in any sequence he chooses, unless prior arrangements are made between the Employer, Employer's Agent and the Contractor.

The Contractor shall submit to the Employers Agent for approval at the start of the contract a detailed plan of action that set out the sequence of construction of the works. The approved plan of action shall be amended in consultation with the Employers Agent.

SOFTWARE APPLICATION FOR PROGRAMMING

Microsoft Project format.

METHODS AND PROCEDURES

C3.5.6.1 Safeguarding & protection of excavations

Portions of the work will be carried out within residential areas. Excavations will be barricaded off, at all times, with clearly visible protection measures. Where deep excavations exist, the barricading shall be adequate to prevent accidental entry.

C3.5.6.3 Disposal of excess material

The designated spoil sites may be used for this Contract, will only be the one identified by the Municipality. Disposal slips as proof of disposal will be provided to the Employers Agent as part of Environmental Management, monitoring and compliance.

C3.5.6.4 Giving notice of work to be covered up

The Contractor shall give the Employers Agent reasonable time to accommodate examinations in his programme, in which case times for inspection can be agreed on. Requests for examination of work shall be made in the site request book at least 24 hours before the examination is required.

C3.5.6.5 Cost of test specimens and tests

The Contractor must make allowance in his Tender for all such services and tests required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Employers Agent or his representative that the works and compaction where prescribed, comply with the specification.

C3.5.6.6 Progress Photographs

The Contractor shall set up a system of taking digital photographs on site on a weekly basis to monitor the progress of works. This digital photography shall be labelled with the date, location and description of the photograph and a copy handed to the Employers Agent on a

CD or other storage medium on a weekly basis for safe storage. The format shall be JPG, BMP or any other common format.

C3.5.6.7 Materials handling, use and storage

All materials shall be stored in the designated Contractor's camp area or as indicated by the Employers Agent. Any material to be stored and handled must be done in such a way as not to endanger any person on site or cause damage to the environment. The Contractor shall also ensure that all suppliers or delivery vehicles abide by all restrictions and procedures (speed limits, dust control, "no-go areas" etc.).

QUALITY PLANS AND CONTROL

Quality Control Plans, methods and testing shall be as specified in the contract.

Environmental

The Contractor shall prior to the commencement of any construction prepare and submit an Environmental Management Plan (EMP), for approval by the Employers Agent.

The EMP shall clearly demonstrate how the Contractor intends mitigating damage to the environment, as a result of their construction activities.

The Contractor shall further appoint a competent Environmental Control Officer (ECO), who shall inspect all construction related activities, who will be responsible for monitoring the Contractor's operations on site, as well as compliance with regard to the EMP and associated legislation and who shall report on non-compliance items.

No additional payment will be made in this regard.

Further, the ECO will submit his/her Environmental Audits at monthly site meetings, for discussion by all role players.

The Contractor will be liable to pay the fines as indicated in the Contract Data paragraph 35 and 51 for recurring non-compliances.

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

b) Environmental Management

The Contractor will be required to compile a comprehensive EMP, which should address the management and monitoring of environmental impacts related to this contract.

The EMP should therefore identify potential environmental impacts and should further demonstrate how they would be mitigated and controlled.

c) Environmental Impact

The Contractor shall, for the duration of the Contract, ensure that good housekeeping practices are adhered to by all his staff and that of his subcontractors (including EME's).

d) Environmental Methods and Procedures

The following together with the Construction Environmental Management Programme, shall be applied with regard to the operation and maintenance of the site:

- The site shall at all times be kept in a neat and tidy condition. Papers and packaging shall be binned and removed from site and waste stockpiles shall be properly demarcated and the water removed at regular intervals and disposed of at a registered waste disposal site.
- Natural vegetation shall not be damaged unnecessarily and the working areas of the site be kept to the minimum reasonable possible for construction. An environmental awareness training programme for the construction staff should be implemented by the Contractor/Subcontractor(s) and all workers made aware of the recommended mitigation measures to be implemented.
- No wild animal (birds, snakes, lizards, game etc.) domestic stock or indigenous plants are to be disturbed unnecessarily in any way by the construction activities or by the construction staff.
- All topsoil (containing indigenous plant seeds, rootstock etc.) removed – that may be required in future rehabilitation – should be carefully stockpiled for later rehabilitation.
- Measures need to be taken to ensure that contamination from the work camp and laydown site does not pollute adjacent areas. This should include the diversion of natural run-off away from the works and the containment thereof in drainage retention areas, where applicable.
- Water from dewatering operations shall be disposed of so as not to return to the working area nor the cause to damage or erosion to surrounding areas.
- Dust from stockpiles and access roads shall be controlled by watering.
- Precautions need to be taken against oil spillage from heavy equipment through the use of sand or sawdust drip trays. All material (including soil) contaminated with hydrocarbons should be disposed of as hazardous waste at a registered waste disposal site.
- Any object of historical interest may be uncovered in the course of the works shall immediately be protected and reported to the Employers Agent for further action. There is a legal requirement to report any archaeological site of cultural significance to the National Monuments Council, according to the National Heritage Act (Act 25 of 1999).
- Access to the site shall be given to all sub-contractors and other contractors who may be appointed from time to time to allow them to complete their portion of the works.
- The contractor shall check and supervise his own work and the work of his subcontractors to ensure that all work is carried out to the specified time schedule, safety and quality standards.
- The contractor is responsible for the care, safekeeping and security of the works including all plant and materials whether in store, on site or already installed.
- Site records – the Contractor shall maintain a diary reporting the daily progress referencing the area of work, any problems experienced, weather, plant complement and labour complement.
- Final audit: On completion of the work, but before the construction site is handed back to the Employer, a thorough environmental inspection or audit impacted by the construction activities shall be carried out and any ‘problematic’ or damaged areas shall be made good or rehabilitated to the satisfaction of all parties.

e) Fires and Burning Vegetation

Under no circumstances whatsoever may fires e lit at the site of the works.

f) Preservation of Flora and Fauna and Soil Conservation

The Contractor shall:

a. Take all precautions to prevent:
   i. any damage to trees, shrubs and the surrounding natural environment,
   ii. fires,
   iii. loss or injury to domestic or wild animals from any lands used or occupied by the Contractor
b. Refrain from destroying, removing or clearing tree's, timber and scrub to any extent greater than is absolutely necessary for the execution of the contract
c. Ensure that no vegetation, trees or shrubs outside the site boundaries are disturbed, damaged or destroyed. A penalty of R1 000.00 per incident will be charged to the Contractor. Refer to paragraph 54 of the Contract Data.
d. Take care to cause the minimum disturbance to fauna and flora
e. Take measures as to ensure that his employees are aware of an abide by all laws and restrictions governing the hunting, disturbing capturing or destroying of animals and birds in the vicinity of the camp and the works or the taking of fish from water, and
f. Prohibit all firearms from the site and temporary camps.

g) Protection of Trees, Shrubs and Surrounding Environment

The Contractor shall ensure that no trees, shrubs or surrounding natural environment outside the site boundaries are disturbed, damaged or destroyed. A penalty of R1 000.00 per tree or shrub damaged or destroyed or for damage to the surrounding environment will be charged to the Contractor. The Employers Agent shall have the right to permanently exclude any person from the site who causes damage to the natural environment.

h) Prevention of Poaching

The Contractor shall ensure that none of his employees partake in any poaching activities of any nature during the duration of the contract.

Any person caught poaching shall be banned from the site of the works and shall be prosecuted under the relevant laws.

The Contractor shall be liable for a fine of R20 000.00 (refer to paragraph 53 of the Contract data) for every poaching incident committed by any of his employees (permanent or temporary employed), whether the employee is prosecuted or not. Repeated incidents may be considered as cause for cancellation of the contract in terms of clause 9.2.1.3.6 of the GCC 2010.

ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordnance of the authority concerned, or any amendment thereof.

If the Contractor use existing roads for the hauling of materials to or from site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work is to be executed close to existing residential properties, the Contactor shall ensure that at all times pedestrian and vehicle access are provided for house owners to their properties. Where crossing of existing driveways are to be done, the Contractor must liaise with the relevant property owners regarding the time and period when such access will not be available. However, access shall be made available between 17:00 and 07:00 on weekdays and on Saturdays and Sundays.

TESTING, COMPLETION, COMMISSIONING, AND CORRECTION OF DEFECTS

Practical completion of the works will only be considered once the connections to the existing mains are completed and all lines and manhole structures are completed, tested and approved.

FORMAT OF COMMUNICATION

Throughout the construction period, the Contractor shall supply and maintain the following documentation that shall be kept on site, accessible to both the Contractor and the Employers Agent or representative at all times:

a) Site Request / Instruction book:

For the Contractor to provide the Employers Agent or Representative with information required, for giving notification in writing of inspections, drawings, etc., required by the Contractor, and for use by the Employers Agent or Representative for the purpose of writing day-to-day instructions or confirming verbal information or instructions given to the Contractor.

b) Health and Safety File

Containing the site and safety hierarchy, contact details, safety plan, audits, safety equipment, safety training, injuries log, inspections and all other relevant safety data

c) Quality Control File

Containing Quality Assurance and Quality Control Forms to be operated and maintained by the Contractor.

d) Measurement File

Containing records of work measurement and calculations

e) Daily Register

Listing labour and plant status. A complete record of staff employed on the Contract is to be kept on site for use by the Employers Agent.

f) Daily Contract Diary

For recording the work carried out on site each day – shall reference the specific area of work and shall be signed by the Construction Manager and the Employers Agents Representative.

g) Monthly Labour Return Schedule

h) One full set of contract drawings and contract documents.
i) Construction Programme

The site diary shall record the following:

- Progress of works
- Contractors and subcontractors personnel on site
- Delays, possible delays and inclement weather
- Delivery of materials to site
- Plant and equipment on site

All communications regarding the contract shall be channelled through the Employers Agent and/or his authorised representative.

A site book in triplicate will be provided by the Contractor in which relevant matters shall be recorded and signed by the Employers Agent and the Construction Manager.

All communication shall be noted and recorded in the minutes of the monthly progress meetings.

WEATHER CONDITIONS

Recording of weather

The Contractor shall provide and erect a rain gauge on site. All rainfall and other adverse weather conditions affecting the contractual time for completion in terms of GCC 2015 shall be recorded in the site diary.

The site diary shall be handed to the Employers Agent Representative for his signature no later than 7 days after rain that is considered to justify an extension of time that may occur.

Extension of Time Resulting from Abnormal Rainfall

Extension of time will not be considered for normal rainfall but only abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed- as given in the Contract Data.

b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:

   i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Employers Agent, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on normal working days will be considered.

ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule as found in the Contract Data.

iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number of days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.

iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

KEY PERSONNEL AND SUPERVISION

A schedule of key personnel to be used on site, including contact particulars, is to be provided to the Employers Agent before commencement of works.

The Key Personnel presented as part of the tender submission in returnable schedule T2.2.8 : Organogram and T2.2.9 : Key Personnel as listed in paragraph 41s) of the Tender Data shall apply. If the personnel indicated are no longer available, personnel with similar or better qualifications and experience shall be presented to the Employers Agent for approval.

NORMAL WORKING HOURS

Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Roadmaking Industries as applicable to a 5 (five) day week, Monday's to Friday's.

MANAGEMENT MEETING

The Employers Agent, Contractors designated representative(s), Employer and other Agents/Consultants/Subcontractors as required shall hold meetings related to the progress of the works, technical issues, quality, health and safety and environmental compliance and subcontractor co-ordination matters at regular intervals not exceeding 4 weeks, or at such other times may be necessary. The representatives of the Employers Agent, Contractor and Employer and their delegated authority will be confirmed at the Inaugural Site meeting.

The Contractor shall attend all progress/site meetings and ensure that all persons under his jurisdiction are notified timeously of all progress/site meetings should their attendance be required. All persons attending progress/site meetings are to have the necessary delegated authority in respect of aspects such as planning, change managements, health and safety and environmental.

ELECTRONIC PAYMENTS

The Contractor will be responsible for supplying correct bank details to the employer for electronic payments and the Employer will not be held responsible for any incorrect bank details supplied by the Contractor.

<u>The Contractors tax invoice shall contain the following information as a minimum:</u>

- Contract number and description
- Date of invoice
- Invoice number
- Clearly stipulate the words "Tax Invoice"
- Be addressed to the MBDA

- Contain the details of the MBDA
- Contain the banking details, Vat number
- Contain the logo of the contractor or contractors in the case of a joint venture

BONDS AND GUARANTEES

The Contractor shall deliver to the Employer the original fixed performance guarantee before commencement of works. The guarantee shall be held by the Employer for safekeeping until completion of the work.

No bonds are accepted.

Payment Certificates

Payment certificates are to be agreed upon by the Contractor and Employer's Representative (project manager) and signed by them and submitted to the Manager PMU by the 15th day of each month.

Payment certificates shall be submitted in the form of the Bill of Quantities. Columns shall be provided showing the previous quantity, current quantity and total quantity claimed under each item. Calculations to substantiate the quantities claimed must be submitted with each monthly claim. A declaration of ownership of unused materials must be submitted together with any claim made for payment of unused materials on site. No payment for materials on site will be made without such a declaration. A pro forma declaration of ownership is included in this document.

Payment certificates are to be agreed upon by the Construction Manager and Employers Agent Representative. Once agreed, the Contractor is to submit a signed payment certificate to the Employers Agent for certification including a signed tax invoice addressed to the MBDA.

INSURANCE PROVIDED BY THE EMPLOYER

Copies of the insurance may be obtained from the Employer, if required. Refer to the Contract Data for full details of the insurance provided by the Employer.

NEATNESS OF THE SITE

Progressive and systematic finishing and tidying will form part of this contract. Spoil, rubble, materials, equipment or unfinished operations shall not be allowed to accumulate unnecessarily and in the event of this happening, the Employers Agent shall have the right to withhold payment for as long as the condition prevails in respect of the relevant works in the area(s) concerned.

The general neatness and tidiness of the site is of particular concern. The Contractor shall therefore, on a day-to-day basis, keep the Works in a condition acceptable to the Employers Agent.

MAINTENANCE OF ACCESS AND STREETS

The operation of construction vehicles on existing roads or streets shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

All access roads used by the Contractor shall be maintained for the duration of the contract and shall be rehabilitated to their original condition on completion of the contract. The Contractor must note that no additional payment will be made for construction, maintenance and rehabilitation of any access roads to the site.

PROTECTING THE SITE

The Contractor shall be solely responsible for the protection of the Site against all damage to property, services, terrain, trees etc. If in the normal execution of this Contract, disturbance to the Site of the Works is necessary, the Contractor shall obtain the prior permission of the Employers Agent. After completion of this work, the Contractor shall reinstate the area concerned to its original condition at his own cost or as covered under the rates in the Bill of Quantities. The Employers Agent ruling of what was the original condition of the Site or part thereof shall be final.

If the Contractor fails to reinstate the Site, the Employer shall do the reinstatement and the Employers Agent shall establish the extent of the work as well as its costs. The Employers Agent ruling shall be final and payment for the work will be deducted from the Contractor's monthly certificate.

The Contractor shall ensure that his actions do not cause any nuisance to the public. Should spillages occur, the Contractor must adequately disinfect the work site, including the container area.

Protection of the Works against Flooding

The Contractor shall provide sumps, pumps, furrows, berms and/or coffer dams to divert water flow away from construction activities; and any other temporary measure/works as may be necessary to minimise damage, inconvenience or interference, for 24 hours a day 7 days a week throughout the period of construction, to adequately protect the works from flooding and damage.

The Contractors programme must include and item and information regarding the dealing with water.

Landowners

The Contractor is to ensure that all landowners are notified 1 month prior to construction commencing in their properties. The Contractor shall submit copies of the notification to the Employers Agent.

The Contractor is to minimise disruption and ensure access and security for the landowners are maintained at all times. The following measures are to be adhered to for the duration of the contract:

- The construction of activities should proceed as discussed with the landowner and Employers Representative
- Landowner to have access to his property at all times
- Temporary fences to be installed as required by the Contractor without limiting access to the landowner
- Tidying up, removing temporary fencing, reinstating existing fencing and opening the existing access to be performed before completion of the contract

Forms for contract administration

Pro forma approval forms to be used on this contract shall be provided by the Employers Agent at the inaugural meeting.

Forms for reporting on employment of local labour (EPWP) are attached as annexure E to this document. These reports shall be submitted monthly to the Employers Agent in accordance with the stipulated requirements.

Proof of Compliance with the Law

Refer to clause 4.3.1 (paragraph 13) of the Contract Data.

C3.6 : HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

C3.6.1 Health and safety requirements and procedures

a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

(i) *The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.*

(ii) *The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.*

(iii) *The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.*

(iv) *The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.*

(v) *The Contractor shall be obliged to report forthwith to the Employer and* Employers Agent *any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and* Employers Agent*, of such investigation, complaint or criminal charge.*

(vi) *The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Government Gazette No. 10113, dated 07 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved*

plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

(vii) *The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the* Employers Agent, *at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.*

(viii) *The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Site Specific Health and Safety Specification (regulation 4(1) of the Construction Regulations, 2014, Site Specific Baseline Risk Assessment which is attached as annexure C and D respectively.*

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

As per Clause 4(1)(a) of the 2014 Construction Regulations a Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment is included in this contract as Annexure C and D.

Furthermore, any reference to the “Machinery and Occupational Safety Act” in any specification shall be replaced with reference to the “Occupational Health and Safety Act, 1993.”

C3.6.2 General Safety

The Contractor Shall be the responsible party on site to ensure that the provisions of the Occupational health and Safety Act No. 85 of 1993 and the Construction Regulations (2014) are strictly adhered to and administered for the duration of the contract (i.e. until the completion certificate is issued). The Mnquma Local Municipality will not be held liable for safety on site.

C3.6.3 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public, or any municipal staff working on, or visiting the site.

As the site is a Wastewater Treatment Works staffed by municipal employees the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

C3.6.3 Barricades and lighting

The construction site must be secure and it is the responsibility of the Contractor to ensure the safety of his staff and all staff working on or visitors to the site in accordance with the Occupation Health and Safety Act No. 85 of 1993, Construction Regulations 2014, Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (refer to Annexure C and D).

C3.6.4 Traffic control on roads

The Contractor has to erect and maintain road signs for the duration of the contract to warn both public and motorists about construction activities taking place.

If the Employers Agent deems the road where the Contractor is working busy, the Contractor shall provide an alternative route for both public and motorists.

C3.6.5 Measures against disease and epidemics

The Contractor has to take cognisance of the prevalence of STD's, TB and waterborne diseases. The Contractor must ensure the safety of his workers and surrounding community against the spread of these diseases.

Refer to the Occupational Health and Safety Act no. 85 of 1993 and Construction Regulations 2014 for sanitary and hygiene requirements.

Where applicable (e.g. such as work being conducted at Wastewater Treatment Works hepatitis A and B vaccinations are required) the contractor shall ensure that all employees (permanent and temporary) receive the necessary vaccinations required.

C3.6.4 HIV/AIDS Awareness

The following are the minimum requirements to be provided by the Contractor:

- Monthly talks on HIV and AIDS
- Provision of condoms
- Voluntary counselling and testing (VCT's)
- Company policy on HIV/AIDS.

<u>For further information refer to the following documents:</u>

- Occupation Health and Safety Act, Act 85 of 1993
- Construction Regulations, 2014

SPECIFICATION ENV: ENVIRONMENTAL MANAGEMENT

1. Scope

This Specification covers the requirements for controlling the impact on the environment of construction activities.

2. Interpretations

The following supporting specifications shall apply:
COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998.
SANS 1200 A or SANS 1200 AA, as applicable;

3. Definitions.

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed and the following definitions and abbreviations shall apply:

3.1 Environment

Environment means the surroundings within which humans exist and that are made up of -

i. the land, water and atmosphere of the earth;
ii. micro-organisms, plant and animal life;
iii. any part or combination of i) and ii) and the interrelationships among and between them;
iv. the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and wellbeing.

3.2 Potentially Hazardous Substance

A Potentially Hazardous Substance is a substance which, in the reasonable opinion of the Engineer/ ECO/EO, can have a deleterious effect on the environment.

3.3 Method Statement

The Method Statement is a written submission by the Contractor to the Engineer/ECO/EO, in response to the Specification or a request by the Engineer/ECO/EO, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer/ECO/EO when requesting the Method Statement, in such detail that the Engineer/ECO/EO is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:

i. construction procedures,
ii. materials and equipment to be used,
iii. getting the equipment to and from site,
iv. how the equipment/ material will be moved while on site,

v. how and where material will be stored,
vi. the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
vii. timing and location of activities,
viii. compliance/ non-compliance with the Specifications,
ix. any other information deemed necessary by the Engineer/ECO/EO.

3.4 Reasonable

Reasonable means, unless the context indicates otherwise, reasonable in the opinion of the Engineer/ECO/EO after he has consulted with a person, not an employee of the Client Directorate, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in the National Environmental Management Act, No 107 of 1998).

3.5 Solid Waste

Solid waste, means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, domestic waste, dead vegetation, asphalt products, etc.

3.6 Contaminated Water

Contaminated water is water contaminated by the Contractor's activities containing cements, concrete, lime, paint products, thinners, turpentine, chemicals, fuels, oils, washing detergents, etc.

3.7 Working Area

The Working Area means any area within the boundaries of the Site where construction is taking place.

3.8 Contractor’s Camp

The Contractor’s Camp is the area designated for all the Contractor’s temporary offices, storage areas, plant parking areas, staff welfare facilities etc.

4. Requirements

4.1 Materials

4.1.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer/ECO/EO's approval. Provide specifications for location, demarcation, permitted heights, stabilisation, weed-, dust- and erosion control of stockpiles.

4.1.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSs shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on site, the Contractor shall provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility.

4.2 Plant

4.2.1 Fuel and Oil

Unless allowed by the Project Specification, fuel shall not be stored on site but shall be transported to the site as and when required.

Where reasonably practical, plant shall be refuelled at a designated re-fuelling area or at the workshop as applicable. If it is not reasonably practical then the surface under the temporary refuelling area shall be protected against pollution to the reasonable satisfaction of the Engineer/ECO/EO prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material (not saw dust) readily available to absorb/ breakdown and where possible is designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200l of hydrocarbon liquid spill. This material must be approved by the Engineer/ECO/EO prior to any refuelling or maintenance activities.

A Method Statement must be provided detailing how these liquids will be stored, handled and disposed of. SANS 10131: Installation of above-ground tanks must be adhered to.

4.2.2 Ablution facilities

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

The Contractor shall ensure that no spillage occurs when toilets are cleaned or emptied and that the contents are properly stored and removed from the Site.

Provision shall be made for employee facilities including: shelter, toilets and washing facilities. Toilet facilities supplied by the Contractor for the workers shall occur at a maximum ratio of 1 toilet per 30 workers (preferred 1:15). Sanitation facilities shall be located within 100 m from any point of work, but not closer than 50 m to any water body. Toilets shall be within the Contractor's Camp and at work areas more than 50m from the Contractor's Camp. All temporary/ portable toilets shall be secured to the ground to the satisfaction of the Engineer/ECO/EO to prevent them toppling due to wind or any other cause. These facilities shall be maintained in a hygienic state and serviced regularly. Toilet paper shall be provided. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

4.2.3 Eating areas

The Contractor shall designate eating areas, subject to the approval of the Engineer/ECO/EO. These shall be clearly demarcated. The feeding or leaving of food for any animal is strictly prohibited. Sufficient bins as specified in Section 4.2.4 of this Specification shall be present in this area.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present.

4.2.4 Solid waste management

The site shall be kept neat and clean at all times. Littering is prohibited.

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide scavenger and weatherproof bins with lids of sufficient number and capacity to store the solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall not be allowed to become overfull and shall be emptied regularly, at least once a week. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer/ECO/EO has approved.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Engineer/ECO/EO with a certificate of disposal.

4.2.5 Contaminated Water Management

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any escape can be contained and the water table not endangered. Water containing such pollutants as cements, concrete, lime, chemicals and fuels shall be discharged into a conservancy tank for removal from the site to a licensed disposal facility. This particularly applies to water emanating from concrete batching plants and concrete swills, and to runoff from fuel depots/workshops/truck washing areas. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted.

Should it be necessary to dispose of contaminated water into the municipal sewer or stormwater system, written permission is required from the Engineer/ECO/EO/relevant Municipal Official.

Should contaminated water be released into the environment, specifically into a water course, monitoring thereof shall commence in accordance to the National Water Act, 1998 (Act 36 of 1998) Section 21(f) – refer to GN 399 (26 March 2004). Contaminated water must not be released into the environment without authorisation from the relevant authority.

A Method Statement is required from the Contractor detailing the management of contaminated water.

The Contractor shall notify the Engineer/ECO/EO immediately of any pollution incidents on Site.

4.2.6 Site structures

All site establishment components (as well as equipment), shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

4.2.7 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

Lighting installed shall, as far as practically possible, be energy efficient. Lighting utilised on site shall be turned off when not in use.

4.2.8 Workshop, equipment maintenance and storage

Where practical, all maintenance of equipment and vehicles on Site shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer/ECO/EO prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer/ECO/EO 's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil, water sources or vegetation. The workshop shall have a smooth impermeable floor either constructed of concrete or thick plastic covered with sufficient sand to protect the plastic from damage. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). The Engineer/ECO/EO must approve a Method Statement detailing the design and construction of the workshop. When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays, sumps and bunds must be emptied regularly, especially before a known rain event and after a rain event, and the contents disposed of at a licensed disposal facility.

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate/ nitrate and low sudsing-type detergents.

4.2.9 Noise

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The provisions of SANS 1200A Subclause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

Construction activities generating output levels of 85 dB (A) or more, in residential areas, shall be confined to the hours 08h00 to 17h00 Mondays to Fridays. Should the Contractor need to work outside normal working hours, the surrounding communities shall be informed prior to the work taking place.

4.3 Methods and Procedures

4.3.1 Method Statements

The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Engineer/ECO/EO. Such approval shall not unreasonably be withheld.

The Engineer/ECO/EO may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer/ECO/EO, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

4.3.2 Environmental Awareness Training

Within seven days of the Commencement Date, the Contractor’s site staff including foremen, and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Engineer prior to the Commencement Date to fix a date and venue for the course. The contractor shall provide a suitable venue with facilities as required by the Specification Data and ensure that the specified employees attend the course.

Any new employees coming on to the site after the initial training course and the Contractor’s suppliers and subcontractors shall also attend this course. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Engineer with a copy of the attendance register the day after each course.

4.3.3 Contractor’s Environmental Representative

The Contractor shall appoint an environmental representative (called an Environmental Site Officer) who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification. The Contractor shall forward the name of the environmental representative to the Engineer/ECO/EO for his approval seven days prior to the date of the environmental awareness training course. The Contractor's environmental representative shall complete daily Site Inspection Forms and these shall be submitted to the Engineer/ECO/EO once a week.

4.3.4 Site Division and Site Demarcation

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. The area of the site shall be fenced where possible.

A Method Statement detailing the layout and method of establishment of the construction camp (including all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project) shall be provided.

4.3.5 Access routes / haul roads

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/hr as far as possible the Contractor shall use existing access and haul routes. Damage to the existing access roads as a result of construction activities shall be repaired to the satisfaction of the Engineer/ECO/EO, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor.

4.3.6 Construction Personnel Information Posters

As required by the Project Specification, the Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters shall be erected at the eating areas and any other locations specified by the Engineer/ECO/EO.

4.3.7 Fire Control

No fires may be lit on site. Any fires, which occur, shall be reported to the Engineer/ECO/EO immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the National Environmental Management: Air Quality Act and Community Fire Safety Bylaw, burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos

areas, and at least one fire extinguisher of the appropriate type when welding or other “hot” activities are undertaken.

4.3.8 Emergency Procedures

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Engineer/ECO/EO and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer/ECO/EO.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible is designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

4.3.9 Safety

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorised firearms are permitted on Site.

4.3.10 Community Relations

The Contractor shall record any complaints or queries from the public, as well as the action taken in response, in the site request book. Complaints and associated responses shall be communicated to the Engineer on a weekly basis. The Contractor’s contact details shall be posted on the site board to enable the public to telephone should they have any queries or complaints.

4.3.11 Protection of Natural Features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer/ECO/EO. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer/ECO/EO.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

4.3.12 Protection of Flora and Fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, the Contractor shall submit a Method Statement.

4.3.13 Erosion and Sedimentation Control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer/ECO/EO. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer/ECO/EO.

Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. The method of stabilisation shall be determined in consultation with the Engineer/ECO/EO.

4.3.14 Protection of Archaeological and Palaeontology Remains

The Contractor shall take reasonable precautions to prevent any persons from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All works within the vicinity of the discovery must cease immediately and the area shall be cordoned off until such a time as the Engineer authorises resumption of the works in writing.

4.3.15 Stockpiling

The Engineer shall identify suitable sites for stockpiling. Stockpiles shall be convex in shape, shall be no higher than 2m and shall be located so as to cause minimal disturbances. Where required, appropriate precautions shall be taken to prevent the erosion and limit the compaction of the stockpile. The Contractor shall ensure that all stockpiles do not cause the damming of water or run off, it is itself washed away.

4.3.16 Dust

The Contractor shall take reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Engineer. Appropriate dust suppression measures, e.g. dampening with water, shall be used when dust generation is unavoidable, particularly during prolonged periods of dry weather. Dust suppression measures shall be agreed upon in consultation with the Engineer.

5. Compliance with Requirements and Penalties

5.1 Compliance

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer/ECO/EO to certify the imposition of a fine subject to the details set out in the Project Specification.

6. Measurement and Payment

6.1 Basic principles

Except as specified in the Specification Data or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this specification and such costs shall be deemed to be covered by the rates tendered for the items in the Schedule of Quantities completed by the Contractor when submitting his tender.

Occupational health and safety specification for construction work contracts

1 Scope

This health and safety specification in respect of a construction work contract:

a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;

b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and

c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1 This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

Note 2 The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3 This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

Note 4 The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and
c) a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

2 Definitions

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

contractor: person or organization that contracts to provide the work covered by the contract

contract manager: person appointed by the employer to administer the contract on his behalf

competent person: any person who:

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and

b) is familiar with the Act and applicable regulations made in terms of the Act

Note: The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000.those qualifications and training must be regarded as the required qualifications and training.

danger: anything which may cause injury or damage to persons or property

employer: person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract

employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

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

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified

health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;

b) a major incident occurred; or

c) the health or safety of any person was endangered and where:
   i) a dangerous substance was spilled;
   ii) the uncontrolled release of any substance under pressure took place;
   iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act

major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

reasonably practicable: practicable having regard to:

a) the severity and scope of the hazard or risk concerned;

b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;

c) the availability and suitability of means to remove or mitigate that hazard or risk; and

d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

risk: the probability that injury or damage will occur

safe: free from any hazard

scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

structure:

a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

temporary works: any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction

workplace: any premises or place where a person performs work in the course of his employment

3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

The contractor shall:

a) create and maintain as reasonably practicable a safe and healthy work environment,

b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;

c) conspicuously display any site specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and

d) respond to the notices issued by the employer's health and safety agent as follows:

   1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;

   2) Contravention Notice: rectify contravention as soon as possible;

   3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt with in the Contract Data.

4.2 Administration

4.2.1 Notification of intention to commence construction work

4.2.1.1 The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:

a) excavation work;

b) working at height where there is a risk of falling;

c) the demolition of a structure;

d) the use of explosives; or

e) a single storey dwelling for a client who is going to reside in such dwelling upon completion

4.2.1.2 The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

4.2.1.3 The contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

4.2.2 Copy of the Act

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

4.2.3 Good standing with the compensation fund or a licensed compensation insurer

The contractor shall before commencing with any work on the site provide the employer's health and safety representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

4.2.4 Emergency procedures

4.2.4.1 The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

a) identifies the key personnel who are to be notified of any emergency;

b) sets out details including contact particulars of available emergency services; and

c) the actions or steps which are to be taken during an emergency.

4.2.4.2 The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety agent in writing of the emergency and briefly outline what happened and how it was dealt with.

4.2.5 Health and safety file

4.2.5.1 The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

a) the following documents which shall be placed in the file prior to commencing with physical construction activities

1) copy of the contraction work permit issued in terms of the Construction Regulations 2014;

2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;

3) copies of all risk assessments that were conducted

4) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;

5) the letters of appointment, as relevant, together with a brief curricula vita (CV) of:

— the construction manager and any assistant construction managers;
— the construction health and safety manager
— the construction health and safety officer
— the risk assessor who is tasked to perform the risk assessments; and
— the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
— the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;

6) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

7) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;

8) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;

9) the preliminary hazard identification undertaken by a competent person;

9) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and

10) the contractor's health and safety plan;

11) the emergency procedures;

12) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and

13) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

b) the following documents, as relevant, which shall be placed in the file after construction activities have commenced

1) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:

— persons who are required to assist the construction supervisor;
— construction supervisor for the site in respect of construction work covered by the Construction Regulations;
— competent persons;
— assistants of construction supervisor; and
— designers of temporary works;.

2) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;

3) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;;

4) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

5) proof of all subcontractor's induction training whenever it is conducted;

6) copies of the minutes of the contractor's subcontractors health and safety meetings;

7) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;

8) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;

9) copies of the fall protection plan and each revision thereof;

10) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;

11) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;

12) any report made to an inspector by the health and safety committee;

13) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;

14) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;

15) the inputs of the safety officer, if any, into the health and safety plan;

16) details of induction training conducted whenever it is conducted including the list of attendees;

17) proof of the following where suspended platforms are used:

— a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
— proof of competency of erectors, operators and inspectors;
— proof of compliance of operational design calculations with requirements of the system design certificate;
— proof of performance test results;
— sketches indicating the completed system with the operational loading capacity of the platform;
— procedures for and records of inspections having been carried out;
— procedures for and records of maintenance work having been carried out;
— proof that the prescribed documentation has been forwarded to the provincial director;

18) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;

19) a copy of risk assessments made by competent persons;

20) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;

21) the names of the first aiders on site and copies of the first aid certificates of competency;

22) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;

23) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:

24) details of all incidents together with the Contractor's investigative report on such incident;

25) the record of inspections carried out by the designers of structures to ensure compliance with designs; and

26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;.

4.2.5.2 The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.

4.2.5.3 The health and safety file shall be updated to ensure that its contents always reflect the latest available information.

4.2.5.4 The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

4.2.6 Health and safety committee

4.2.6.1 The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the contractor. Such meetings shall be convened whenever necessary but at least once every month to:

a) make recommendations to the contractor regarding any matter affecting the health or safety of persons on the site; and

b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.6.2 The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

4.2.6.3 The contractor shall ensure that minutes of the health and safety committee meetings are kept. The employer's health and safety agent shall be invited to attend such meetings as an observer.

4.2.7 Inspections, formal enquires and incidents

4.2.7.1 The contractor shall inform the relevant safety representative:

a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and

b) as soon as reasonably practicable of the occurrence of an incident on the site.

4.2.7.2 The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form
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4.2.7.3 The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.

4.2.7.4 The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:

a) notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;

b) ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger; and.

c) provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.

4.2.7.5 The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

4.2.8 Personal protective equipment and clothing

The contractor shall ensure that:

a) all workers are issued with the necessary personal protective clothing;

b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and

c) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

4.3 Appointments

4.3.1 Construction manager

The contractor shall appoint in writing one full time competent person as the construction manager with the duty of managing all the construction on a single site including that of ensuring occupational health and safety compliance. Where appropriate, the contractor shall appoint in writing one or more assistant construction managers.

4.3.2 Appointment of construction health and safety officers

The contractor shall after consultation with the employer after considering the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, prior to commencing the work and if necessary, appoint a full-time or a part-time suitably qualified health and safety officer to assist in the control of all health and safety related aspects on the site.

4.3.3 Construction supervisors

4.3.3.1 The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

4.3.3.2 A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

4.3.4 Competent persons

4.3.4.1 The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

a) formwork and support work operations;

b) excavation work;

c) demolition work;

d) scaffolding work operations;

e) suspended platform work operations;

f) material hoists;

f) bulk mixing plants;

g) temporary electrical installations;

h) the stacking and storage of articles on the site; and

i) fire equipment.

4.3.4.2 The contractor shall appoint in writing competent persons to:

a) induct employees in health and safety; and

b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

4.3.5 Health and safety representatives

4.3.5.1 The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

a) review the effectiveness of health and safety measures;

b) identify potential hazards and potential major incidents;

c) in collaboration with his employer, examine the causes of incidents;

d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;

e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;

g) inspect the site with a view to, the health and safety of employees, at regular intervals;

h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and

i) participate in any internal health or safety audit.

4.3.5.2 The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

4.4 Employer’s health and safety agent

4.4.1 The employer's health and safety agent shall:

a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;

b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;

c) monitor the effective implementation of all safety plans;

d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;

e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

4.4.2 The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

4.5 Creating and maintaining a safe and healthy work environment

4.5.1 General

4.5.1.1 The contractor shall with respect to the site and the construction work that are contemplated:

a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

b) evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and

c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

4.5.1.2 The contractor shall ensure that:

a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

b) no structure or part of a structure is loaded in a manner which would render it unsafe; and

c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

4.5.1.3 The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.

4.5.2 Risk assessment

4.5.2.1 The contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

a) identify hazards to which persons may be exposed to;

b) analyse and evaluate the identified risks associated with the identified hazards;

c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;

d) provide a monitoring plan; and

e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are suggested:

1) Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (eg high levels of noise or exposure to harmful substances) as well as safety hazards etc.
2) Identify who may be harmed and how by identifying how individuals and groups of people might be harmed i.e. what type of injury or ill health might occur.
3) Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be removed all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (eg switch to using a less hazardous chemical); prevent access to the hazard (eg by guarding); organise work to reduce exposure to the hazard (eg put barriers between pedestrians and traffic); issue personal protective equipment (eg clothing, footwear, goggles etc); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).
4) Record the findings by writing down the findings of the risk assessment.

4.5.2.2 The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

4.5.2.3 Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

a) 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;

b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

d) fall prevention and fall arrest equipment is:

— suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
— securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and

f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.5.2.4 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

a) the roof work has been properly planned;

b) the roof erectors are competent to carry out the work;

c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

e) the areas mentioned in paragraph *(d)* are to be suitably barricaded off to prevent persons from entering;

f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.5.3 Health and safety plans

4.5.3.1 The contractor shall prior to commencing the work to which this specification applies, submit to the employer's health and safety agent for approval a suitable and sufficiently documented health and safety plan, based on this specification, the health and safety specification and the risk assessment that is conducted.

4.5.3.2 The health and safety plan shall as a minimum provide:

a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract); and

b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

Table 1: Example of the format of a health and safety plan

What are the hazards relating to work tasks?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

4.5.3.3 The contractor shall discuss the submitted health and safety plan with the employer's health and safety agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

4.5.3.4 The contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the work to which this specification applies.

4.5.3.5 The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer's health and safety agent, but at least once every month.

4.5.3.6 The contractor shall review and update the health and safety plan whenever changes to the works are brought about or following the occurrence on an incident.

4.5.4 Responsibilities towards employees and visitors

4.5.4.1 The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

4.5.4.2 The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

4.5.4.3 The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training..

4.5.4.4 The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

4.5.4.5 The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and

b) is provided with the necessary personal protective equipment.

4.5.4.6 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

a) unauthorized entrance prohibited;

b) signage to indicate what personal protective equipment is to be worn; and

c) activity related signs.

4.5.4.7 The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

4.5.5 Subcontractors

4.5.5.1 The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

a) co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and

b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.5.5.2 The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

4.5.5.3 The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

4.5.5.4 The contractor shall take reasonable steps as are necessary to ensure that:

a) potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;

c) all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;

d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;

e) each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and

f) each sub-contractor's health and safety plan is implemented and maintained.

4.5.5.5 The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

4.5.5.6 The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

4.5.5.7 The contractor shall ensure that where changes to the works occur including design changes , sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

4.5.5.8 The contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and

c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

4.5.5.9 The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

4.5.5.10 The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.5.11 The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.5.12 The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

4.5.5.13 The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights.

4.5.6 First aid, emergency equipment and procedures

4.5.6.1 The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment which includes the items listed in the General Safety Regulations issued in terms of the Act.

4.5.6.2 The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

4.5.7 Facilities for workers

4.5.7.1 The contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

a) at least one shower facility for every 15 workers;

b) at least one sanitary facility for every 30 workers;

c) changing facilities for each gender; and

d) sheltered eating areas.

4.5.7.2 A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

4.6 Design of temporary work

The contractor shall:

a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;

b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and ..

c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities.

SITE INFORMATION

The project is situated in eMalongweni and Siphahleni Villages in ward 21 within Mnquma Jurisdiction area. The proposed road is 7km gravel access road, a low level river crossing with stormwater management system. The new gravel access will provide safe access to the schools, local clinics and Butterworth town and Idutywa town, this project will be directly linking three villages i.e. Zingqayi village, eMalongweni and Siphahleni villages. Direction to project area: From Butterworth town, drive along N2 towards Idutywa town at 23km turn left drive along the Municipal gravel access road at 5km the proposed project starts at the existing gravel access road at the left road side.

Geographic Information

Longitude (E): 28°11'59.1"E Latitude: 32°11'54.1"S