





BOJANALA PLATINUM DISTRICT MUNICIPALITY

BOJANALA PLATINUM DISTRICT MUNICIPALITY

TENDER DOCUMENT

TS0003-BPDM-W-MLM-2425-01

**APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN
TSHWENE AND KROMKUIL**

PREPARED BY:	PREPARED FOR:
<div style="text-align: center; margin-bottom: 20px;">  </div> <p>TAKUSA CONSULTING & SERVICES CC Suite 2 Mmabatho Tusk Dr Nelson Mandela Drive Mahikeng 2736 Contact: Mr. Mfundo Hadebe Pr Tech Eng Email: mfundo@nsukumu.co.za</p>	<div style="text-align: center; margin-bottom: 20px;">  </div> <p>THE MUNICIPAL MANAGER BOJANALA PLATINUM DISTRICT MUNICIPALITY P.O. Box 1993 Rustenburg 0300 Ms Kgomotso Monamodi 014 590 4600/4603 kgomotsom@bojanala.gov.za</p>

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

:

TEL NUMBER

:

FAX NUMBER

:

CSD NO.

:

FAX NUMBER

:

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:

R **(In figures)**

BPDM:

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2022) and related legislation as published in Government Gazette number 22549, including any other amendments made thereafter, in terms of which provision is made for this policy.

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

17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
18. Bid offers will be rejected if the bidder has abused the DR. JSMLM's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
20. Form of offer not completed and signed by the authorised signatory.
21. Not signing all pages on the space provided
22. Attach CV of Contracts Manager, Site Agent and Safety Officer
23. Certified copies of Qualification of Contracts Manager (Minimum qualification in Civil Engineering), Site Agent and Safety Officer (Relevant Certificate)
24. Proof of Foreign Qualification approved from SAQA (if applicable)
25. Proof of Employment, letter confirming employment on the company letter head (Contracts Manager, Site Agent and Safety Officer)
26. Proof of relevant working experience for the bidder (copies of appointment letter and completion certificate)
27. Recent 3 years audited financial statement stating that the business is a going concern in line with Municipal Supply Chain Management Regulations are to be submitted.
28. In case the bidder fails to prove beyond reasonable doubt that the project will be completed with the amount stated on the form offer. The bidder in the latter case will be given an opportunity to present the facts for risk mitigation purposes.
29. The municipality also reserves the right not to appoint the lowest bidder and to appoint the bid in whole or in parts. The municipality also reserves the right to appoint the bid based on its risk assessment.

NOTE:

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

1. CLIENT, EMPLOYER, BOJANALA PLATINUM DISTRICT MUNICIPALITY (BPDM).
2. BID, TENDER AND VARIATIONS THEREOF
3. JOINT VENTURE / CONSORTIUM

BOJANALA PLATINUM DISTRICT MUNICIPALITY

NAME: *TECHNICAL SERVICES*

CONTRACT NO: *TS0003-BPDM-W-MLM-2425-01*

FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

CONTRACT PRICE: R
(Amount brought forward from the Form of Offer and Acceptance) *

.....
.....

Signed by authorised representative of the Bidding Entity..... DATE

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

BOJANALA PLATINUM DISTRICT MUNICIPALITY

NAME: *TECHNICAL SERVICES*

CONTRACT NO: *TS0003-BPDM-W-MLM-2425-01*

FOR THE **APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

NB This list of contents indicates the standard sequence for the various parts of the Bid.

CONTENTS		PAGE(S)
THE BID		
PART T1:	BIDDING PROCEDURES.....	7
T1.1	Notice and Invitation to Bid	8
T1.2	Bid Data.....	9
PART T2:	RETURNABLE DOCUMENTS.....	23
T2.1	Returnable Schedules required for Bid Evaluation Purposes	24
T2.2	Other Documents required for Bid Evaluation Purposes	40
T2.3	Returnable Schedules that will be incorporated in the Contract	51
THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA	64-65
C1.1	Form of Offer and Acceptance	66
C1.2	Contract Data	70
C1.3	Form of Guarantee	74
C1.4	Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	80
PART C2:	PRICING DATA.....	84
C2.1	Pricing Instructions	85
C2.2	Bill of Quantities/Schedule of Activities	87

BOJANALA PLATINUM DISTRICT MUNICIPALITYNAME: *TECHNICAL SERVICES*CONTRACT NO: *TS0003-BPDM-W-MLM-2425-01***FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

CONTENTS (CONTINUED)	PAGE(S)
PART C3: SCOPE OF WORKS.....	97
C3.1 DESCRIPTION OF WORKS.....	104
PART C4: SITE INFORMATION.....	149
PART C5: ADDITIONAL RELEVANT DOCUMENTATION	152
PART C6: TENDER DRAWINGS.....	153

T . 1

BOJANALA PLATINUM DISTRICT MUNICIPALITY

NAME: *TECHNICAL SERVICES*

CONTRACT NO: *TS0003-BPDM-W-MLM-2425-01*

FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

PART T1 BIDDING PROCEDURES

PAGE(S)T1.1

BID NOTICE AND INVITATION TO BID 8

T1.2 BID DATA.....9

T1.1 BID NOTICE AND INVITATION TO BID



BOJANALA PLATINUM DISTRICT MUNICIPALITY

BOJANALA PLATINUM DISTRICT MUNICIPALITY

INVITATION TO CONTRACTORS

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active CIDB grading of a minimum 4CEPE or 5CE or Higher and are in good standing with the South African Revenue Services for the **TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL.**

Tender documents will only be available from **21 November 2024** and may be obtained from Bojanala Platinum District Municipality Head Quarters at the cashier offices situated Bayers Naude & Fatima Bhayat Street, Rustenburg during working hours 09h00 to 15h00 (Monday to Friday), upon payment of a non-refundable fee of **R500.00 per document** or on E-Tenders. Only cash or bank guaranteed cheques will be accepted and cheques are to be made payable to Bojanala Platinum District Municipality. No tender documents will be sold beyond these dates.

A Compulsory Site meeting and Inspection will be held on 04 December 2024 at Kromkuil next to Rethusitswe Primary School, commencing at 14:00 (According to Municipality's time) after which Tenderers will be taken to site where project's construction will be taking place. Only tenders from Tenderers who attend the above tender meeting and have signed the attendance register shall be considered.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked **"Contract No: TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL.**

Duly completed tenders shall be placed in the tender box situated at the main entrance of Bojanala Platinum District Municipality at Bayers Naude & Fatima Bhayat Street, Rustenburg. No Fax or Late tenders will be accepted. Tenders will be evaluated on an 80/20 point system in terms of Dr JS Moroka Municipality's Supply Chain Management Policy in line with Preferential Procurement Framework Act 5 of 2022 as amended.

Technical Enquiries: Ms Kgomotso Monamodi 014 590 4600/4603; SCM Enquiries: Ms Matshidiso Sebopela 014 590 4520 from 07H45 to 16H15 Monday to Friday.

In all cases Tenders shall reach the stipulated address not later than 11h00 on 02 August 2024 tenders shall be opened and read in public.

BOJANALA PLATINUM DISTRICT MUNICIPALITY

T1.2 BID DATA

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

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Bojanala Platinum District Municipality P.O. Box 1993 Rustenburg 0300
F.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise: THE BID Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity Part C3 Scope of Works C3 Scope of Works Part C4 Site Information C4 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	Compiler: Takusa Consulting & Services CC Suite 2 Mmabatho Tusk Dr Nelson Mandela Drive Mahikeng 2736 Email: mfundo@nsukumu.co.za Contact: Mr. Mfundo Hadebe Pr Tech Eng

Clause number	Data
<p>F.2.1 ELIGIBILITY</p>	<p>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 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4CEPE or 5CE class of construction work, are eligible to have their tenders evaluated up to a maximum of R10 million.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 5CE or 4CE PE 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 4CEPE or 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
<p>F.2.7 CLARIFICATION MEETING</p>	<p>The arrangements for a compulsory/non-compulsory clarification meeting are: Location: Kromkuil next to Rethusitswe Primary School. Date: 04 December 2024 @ 14:00</p>
<p>F.2.13.2 SUBMITTING A TENDER OFFER</p>	<p>Each tenderer is required to return the complete set of documents as listed in the Tender data with all the required information supplied and completed in all respects.</p>
<p>F.2.13.3 SUBMITTING A TENDER OFFER</p>	<p>The <i>whole original</i> bid document, <i>as issued by the BPDM</i>, shall be submitted. <i>No copies will be accepted.</i> Bids may only be submitted on the Bid documentation issued by the BPDM.</p>
<p>F.2.13.5 SUBMITTING A TENDER OFFER</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Main Gate Physical address: BOJANALA PLATINUM DISTRICT MUNICIPALITY Bayers Naude & Fatima Bhayat Street, Rustenburg</p> <p>Identification details: Contract Number: “Contract No: TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL</p>



Clause number	Data
<p>F.2.15 CLOSING TIME</p>	<p>The closing time for submission of bid offers is: 09h00, 10 December 2024 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.</p>
<p>F.2.16 TENDER OFFER VALIDITY</p>	<p>The bid offer validity period is 90 days</p>
<p>F.2.18 PROVIDE OTHER MATERIAL</p>	<p>The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements</p>
<p>F.2.19 INSPECTIONS, TESTS AND ANALYSIS</p>	<p>Access must be provided for the inspection of the tenderer's offices if required.</p>
<p>F.2.23 CERTIFICATES</p>	<p>The bidder is required to submit with his bid. (1) a copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and (2) an original Tax Clearance Pin or Copy thereof, issued by the South African Revenue Services (3) a copy of the valid Certificate for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)</p>
<p>F3.4 OPENING OF BID SUBMISSIONS</p>	<p>The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Bojanala Platinum District Municipality Bayers Naude & Fatima Bhayat Street, Rustenburg</p>
<p>F.3.5 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will not be followed.</p>
<p>F.3.9 3.9.1 ARITHMETICAL ERRORS</p>	<p>Replace the contents of the clause with the following: "Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of</p>



Clause number	Data
3.9.2	<p>corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>
F.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 80/20-point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the region or regions for which they intend to bid for. 4 The bid document shall be submitted as a whole and shall not be taken apart. 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the DR. JSMLM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>

Annex F

(Normative)

Standard Conditions of Tender

Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of *SANS 294: 2004, Construction Procurement Processes, Procedures and Methods*.

2 Annex E of *SANS 294, Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement* , provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations**F.2.1 Eligibility**

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original of the tender offer package and state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the

validity period stated in the tender data after the closing time stated in the tender data.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract. Return of other tender documents
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

F.2.22 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such an extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points

for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Nondisclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where

There is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall be corrected and the unit rate shall govern.

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

Evaluation Criteria

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

The specific goals based on the IDP for BOJANALA PLATINUM DISTRICT MUNICIPALITY are as per following.

- a) Empowerment of women
- b) Empowerment of youth
- c) Empowerment of previously disadvantaged communities
- d) BBBEE status level of contribution
- e) Empowerment of business established in the municipal jurisdiction.

For this Tender, specific goals shall be awarded as follows:

- a) Empowerment of business established in the municipal jurisdiction (5 points)
 - b) Empowerment of previously disadvantaged communities (5 points)
 - c) BBBEE status level of contribution (10 points)
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2022 (Act No. 5 of 2023).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

Points will be awarded to the tenderer for attaining the B-BBEE status level of contributor in accordance with the table below.

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

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

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

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

PLEASE REMEMBER:

- **TO ATTACH A VALID TAX CLEARANCE PIN**
- **IN CASE OF A JOINT VENTURE, THE VALID TAX CLEARANCE PIN OF EACH PARTNER, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT**

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in

the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

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

BOJANALA PLATINUM DISTRICT**MUNICIPALITY**DEPARTMENT NAME: *TECHNICAL SERVICES*CONTRACT NO: *TS0003-BPDM-W-MLM-**2425-01*

FOR THE TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

PART T2	LIST OF RETURNABLE DOCUMENTS	PAGE(S)
	<i>The bidder must complete the following returnable documents.</i>	
T2.1	RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.....	24
T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....	40
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	51

NOTE:

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

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS	PAGE(S)
PART T2 LIST OF RETURNABLE DOCUMENTS	
<i>The bidder must complete the following returnable documents.</i>	
FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT.....	25
FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD.....	27
FORM 2.1.3: STAFFING PROFILE	28
FORM 2.1.4: PROPOSED KEY PERSONNEL	29
FORM 2.1.5: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER	30
FORM 2.1.6: FINANCIAL ABILITY TO EXECUTE THE PROJECT.....	31
FORM 2.1.7: AUTHORITY FOR SIGNATORY	33
FORM 2.1.8: SCHEDULE OF PROPOSED SUB CONTRACTORS	35
FORM 2.1.9: FINANCIAL REFERENCES (not required if CIDB grading applies)	36
FORM 2.1.10 DETAILS OF ALTERNATIVE BIDS SUBMITTED.....	38
FORM 2.1.11 AMENDMENTS & QUALIFICATIONS BY BIDDER.....	38
FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK.....	39

FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

FORM 2.1.2**SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year? R _____

What is the estimated turnover for your current financial year? R _____

Physical facilities:

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

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

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

FORM 2.1.4 PROPOSED KEY PERSONNEL

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

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

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

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

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

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

FORM 2.1.6 FINANCIAL ABILITY TO EXECUTE THE PROJECT

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

AMOUNT

Which of the following institutions will provide surety?

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

- Cash: _____

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

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → →				

Notes:

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

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

FORM 2.1.7 AUTHORITY FOR SIGNATORY

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

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

"By resolution of the board of directors passed on 12 February 2010, Mr M W Thomson has been duly authorised to sign all documents in connection with the Bid for Contract number 000/2010 and any Contract, which may arise there from on behalf of the Bidding Entity, namely, NMP (PTY) LTD"

SIGNED ON BEHALF OF THE BIDDING ENTITY: B.J. JONES

IN HIS CAPACITY AS: DIRECTOR / PARTNER / MEMBER

DATE: 12 February 2010

AUTHORISED PERSON'S SIGNATURE: M W Thomson

AS WITNESS: 1. M.A Ntuli

An **example** for **“JOINT VENTURES”** is shown below:

We, the undersigned are submitting this bid offer in Joint Venture and hereby authorize Mr. B. BROOK, authorised signatory of the company “ABCD (PTY) LTD”, acting in the capacity of lead partner, to sign all documents in connection with the bid for Contract number 000/2010 and any contract resulting from it on our behalf.

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

--	--	--

An **example** for “**SOLE PROPRIETOR**” is shown below:

“I hereby certify that I’m the sole proprietor of the Bidding Entity, namely, “**MACADOO**” and therefore duly authorised to sign the bidding documents”

SIGNATURE OF SOLE PROPRIETOR: **M W Thomson**

IN HIS CAPACITY AS: **SOLE PROPRIETOR**

DATE: **12 February 2010**

AUTHORISED PERSON'S SIGNATURE: **M W Thomson**

AS WITNESS: **1. M A Ntuli**

FORM 2.1.9 FINANCIAL REFERENCES**FINANCIAL STATEMENTS**

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

DETAILS OF BIDDING ENTITY'S BANK

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

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

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

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

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

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

FORM 2.1.10 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

DESCRIPTION

FORM 2.1.11**AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

**FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER
RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

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

Compliance with Employment Equity Act 55 of 1998

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

Definitions in terms of the last mentioned Act.

“designated employer” means-

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

“Schedule 4”

TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

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

BOJANALA PLATINUM DISTRICT MUNICIPALITYDEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: TS0003-BPDM-W-MLM-2425-01

FOR THE TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

CONTENTS	PAGE(S)
FORM 2.2.1: CERTIFICATE OF BIDDER'S ATTENDANCE AT THE SITE/ CLARIFICATION MEETING.....	41-42
FORM 2.2.2: TAX CLEARANCE PIN OR COPY.....	43
FORM 2.2.3 PROOF OF REGISTRATION WITH SECURITY INDUSTRY REGULATION AUTHORITY.....	44
FORM 2.2.4 DECLARATION.....	45
FORM 2.2.5 DECLARATION OF INTEREST.....	46
FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	49
FORM 2.2.7 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	50

FORM 2.2.1 COMPULSORY SITE INSPECTIONS / INFORMATION / CLARIFICATION MEETINGS

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

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

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

2. Attendance Register

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

3. Confirmation Notes of Inspection/Briefing Sessions

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

4. Bid Documents

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

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

This is to certify that I, *(NAME IN PRINT)*..... ,
representative of (Bidder)

.....
of (address)

.....
Telephone number

Fax number

visited and inspected the Site / Attended Clarification Meeting on (date)

in the company of (Engineer/Engineer's Representative)

SIGNATURE OF BIDDER'S REPRESENTATIVE:

BOJANALA PLATINUM DISTRICT
MUNICIPALITY OFFICIAL STAMP WITH DATE

FORM 2.2.2 TAX CLEARANCE CERTIFICATE

A VALID TAX CLEARANCE PIN OR COPY THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder is to affix to this page either:

- Written proof of registration with the CIDB as a Category **5CEPE / 6CE OR HIGHER**.

Or

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

Note:

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

FORM 2.2.4 DECLARATION:

I/We, the undersigned:

- (a) bid to supply and deliver to the BOJANALA PLATINUM DISTRICT MUNICIPALITY[hereafter "BPDM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the BPDM by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialed by the relevant authorised person and that the document constitutes a proper contract between the BPDM and the undersigned;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the BPDM that the claims are correct. If the claims are found to be inflated, the BPDM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the BPDM as a result of the award of the contract and/or cancel the contract and claim any damages which the BPDM may suffer by having to make less favourable arrangements after such cancellation;*
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and*
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*

Signed at this day of

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

FORM 2.2.5 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 favoritism, 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 authorized 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.

.....

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

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.

.....

* 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.

.....
3.9 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, principle 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, principle 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.

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE REJECTED.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidding Entity

FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....
.....

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

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

2.2 If yes, provide particulars.

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

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

3.1 If yes, furnish particulars.

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

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

BOJANALA PLATINUM DISTRICT

MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: TS0003-BPDM-W-MLM-2425-01

FOR THE TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

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

CONTENTS	PAGE(S)
FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS	50
FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT.....	51

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1		Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

- 2.3.2.1 PREAMBLE
- 2.3.2.2 DEFINITIONS
- 2.3.2.3 LEGISLATIVE BASE
- 2.3.2.4 SCOPE
- 2.3.2.5 PURPOSE
- 2.3.2.6 OBJECTIVES
- 2.3.2.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS
INTERACTION WITH BIDDERS
- 2.3.2.8 ADJUDICATION OF BIDS
- 2.3.2.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.2.10 IMPLEMENTATION FRAMEWORK
- 2.3.2.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.2.12 DISQUALIFICATIONS

BOJANALA PLATINUM DISTRICT MUNICIPALITY

BID DOCUMENT

2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

1. EVALUATION OF TENDERS

Evaluation Criteria

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

The evaluation will be done as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of PPPFA, Act No. 5 of 2023.

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

Organising and Staffing	25
Plant	15
Experience of Firm	40
Safety, Health, environmental, Risk and quality management plan	20
Sub-Total	100

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

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

Note: It must be noted that total points of **10** are obtainable. Points will be allocated for the highest academic qualification only. Failure to submit evidential documents is an elimination factor **and** a Zero point will be scored.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	NQF Level 7-Degree in Civil Engineering or equivalent	Yes	5	
Academic Qualifications	NQF Level 6-Diploma in Civil or equivalent	Yes	4	
Academic Qualifications	Diploma in Project Management or NQF 6 or equivalent	Yes	4	
	Professional Registration (ECSA) PrEng/ Tech/ Technologist	Yes	2	
Sub-total			7	
Experience of in similar projects		Elimination Factor		
Involvement in comparable projects (Civil Engineering Projects of Water and Sanitation)	0	Yes	0	
	1 – 2	Yes	0	
	3 – 4	No	2	
	5 upwards	No	3	
Sub-total			3	
Total			10	

Site Agent: *(Maximum Points obtainable 5, minimum 2)*

Name:

valuation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	NQF Level 6-Diploma in Civil Engineering or Equivalent	Yes	2	
Sub-total			2	
Years of experience in similar projects of Civil Engineering (Water and Sanitation)	0 - 4	Yes	0	
	5 - 9	No	2	
	10 and above	No	3	
Sub-total			3	
Total			5	

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

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

Name:

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

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

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

Name:

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

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

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

PLANT (Maximum Points obtainable 15)

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

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: proof of ownership of the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Excavator x1	No	3	1.5	
	Grader	No	3	1.5	
	Smooth Roller	No	3	1.5	
	Water Tanker	No	3	1.5	
	TLB		2	1	
	Bakkie		1	0.5	
Sub-total			15	7.5	
Total			15	7.5	

Safety, Health, Risk, Environmental and quality management plan

It must be noted that total points of **20** are obtainable in construction firm in relation to the requirement as mentioned on the table below, failure to submit evidential documents is an elimination factor **and** a Zero point will be scored.

Evaluation Criteria	Minimum Required	Elimination Factor	Points Obtained (own)	Points Claimed
	Health and Safety Plan	Yes	5	
	Baseline Risk Assessment	Yes	5	
	Environment Management Plan	Yes	5	
	Quality Management Plan	Yes	5	
Sub-total			20	
Total			20	

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

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

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

Similar projects are for Sanitation. (including vat)-(scope must include Earthworks, pipe laying bedding blanket and manhole construction)

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects of similar scope completed (Max 4 projects) Undertaken in the last 10 years	Project of similar scope with minimum value R3m – R5M 5points each	Yes	20 (Max)	
	Project similar scope with minimum value of R5M – 7M 8points each	Yes	32 (Max)	
	Project of similar scope with minimum value of 7 m + and above 10points each	Yes	40 (Max)	
Sub-Total			40	
TOTAL			40	

TOTAL SCORE: _____/100

The score points are distributed as follows:

10 – POINTS (FOR PRICE):

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	80

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

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

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

20 – POINTS (FOR BBEE):

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

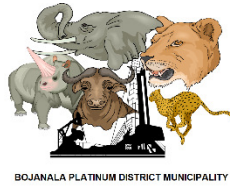
In the event of a Joint Venture (JV) Tender:

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

PLEASE REMEMBER:

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

BOJANALA PLATINUM DISTRICT MUNICIPALITY



CONTRACT NO: TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

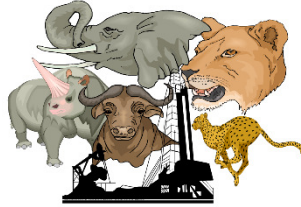
Part C4: Site Information

- C4 Site Information

Part C5 : Additional Relevant Documents

- C5.1 Bojanala Platinum District Municipality Supply Chain Management Policy.
- C5.2 The preferential procurement policy framework Act no 5 of 2022: preferential procurement regulations, including the following:
 - C5.3 BPDM health and safety specifications
 - C5.4 Guidelines for the Implementation of Labour Intensive Infrastructure projects under the Expanded Public Works Programme (EPWP)
 - C5.5 Photo Record and site Locality
 - C5.6 Tender Drawings
 - C5.7 Name Board
 - C5.8 Environmental Checklist/ Penalties

BOJANALA PLATINUM DISTRICT MUNICIPALITY



BOJANALA PLATINUM DISTRICT MUNICIPALITY

**CONTRACT NO:TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE
REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

C1.1 FORM OF OFFER AND ACCEPTANCE
--

C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works Contract No: TS0003-BPDM-W-MLM-2425-01 Appointment Of A Contractor For The Refurbishment Of Boreholes In Tshwene And Kromkuil.

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

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

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

 Rand (in words);

R

(in figures),

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

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

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

 (Name and address of organisation)

Name and signature of Witness

Date

ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

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

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

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

FOR THE CLIENT:

Signature(s) _____

Name(s) _____

Capacity _____

BOJANALA PLATINUM DISTRICT MUNICIPALITY
(Name and address of organisation)

Name and signature of witness _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of Witness _____

Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

BOJANALA PLATINUM DISTRICT MUNICIPALITY

(Name and address of organisation) Name and signature of Witness _____

Date _____

C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

The following Contract Specific Data, Variations and Additional Clauses referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract.

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

PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT SPECIFIC DATA	
Clause	Data
1.1.1.13	The Defects liability Period is 12 Months .
1.1.1.14	The time for achieving Practical Completion is 6 Months
1.1.1.15	The Name of the Employer is Dr. JS Moroka Local Municipality
1.1.1.26	The Pricing Strategy is Re-measurement Contract.
1.2.1.2	The address of the Employer is: Physical Address: Cnr Beyers Naude & Fatima Bhayat Drives, Rustenburg Postal Address : PO Box 1993, Rustenburg, 0300 Tel No : 014 590 4500
1.1.1.16	The Name of the Engineer is: TAKUSA CONSULTING & SERVICES CC
1.2.1.2	The address of the Engineer is: Suite 2 Mmabatho Tusk Dr Nelson Mandela Drive Mahikeng 2736
*3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract : Clause Description 6.3 Variations

CONTRACT SPECIFIC DATA	
Clause	Data
5.3.1	<p>The documentation required before commencement with Works execution are :</p> <p style="padding-left: 40px;">Health and Safety Plan (Refer to Clause 4.3)</p> <p style="padding-left: 40px;">Initial program (Refer to Clause 5.6)</p> <p style="padding-left: 40px;">Security (Refer to Clause 6.2)</p> <p style="padding-left: 40px;">Insurance (Refer to Clause 8.6)</p> <p>All the Provisional Sums items are to subjected to submission of three quotation and approval from the Municipality prior to any appointment.</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are :</p> <p>(i) South African public holidays;</p> <p>(ii) The year-end break commencing on 15 December and ending on 9 January.</p>
5.12.2.2	Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in Annexure D to the Scope of Works: Extension of time due to abnormal rainfall.
5.13.1	The penalty for failing to complete the works is R5 000/day. Penalties will only be applied for a maximum of 2 months and termination process will take place thereafter.
5.16.3	The latent defect period is 10 years.
6.2.2	Additional retention in lieu of performance guarantee will not apply. The Contractor shall submit the selected security to the Employer before commencement with Works execution.
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 10%.
6.10.4	The limit of contingencies shall be 5% and shall form part of the contract amount.
6.10.5	The Community Liaison Officer will be on site until the issue of completion certificate.
6.10.6	Labourers shall be paid using the recent rate determined by South African department of employment and labour.

8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R250 000.00.

CONTRACT SPECIFIC DATA	
Clause	Data
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000.00.
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	The determination of disputes shall be in line with the General Conditions of Contract for Construction Work (GCC), 3 rd Edition, 2015.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Data														
1.1.1.9	The name of the Contractor is :														
1.2.1.2	The address of the Contractor is : Physical address: _____ Postal address : _____ E-mail address : _____ Fax : _____														
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i></th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td><i>Cash deposit of 10% of the Contract Sum</i></td> <td><i>Not applicable</i></td> </tr> <tr> <td><i>Deductions of 10% security from payment claims/ Work done</i></td> <td><i>Not applicable</i></td> </tr> <tr> <td><i>Performance guarantee of 10 % of the Contract</i></td> <td></td> </tr> <tr> <td><i>Retention of 10% of the value of the Works.</i></td> <td><i>Not applicable</i></td> </tr> <tr> <td><i>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.</i></td> <td><i>Not applicable</i></td> </tr> <tr> <td><i>Performance guarantee of 5% of the Contract Sum plus retention</i></td> <td><i>Not applicable</i></td> </tr> </tbody> </table>	Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i>	Contractor's choice. Indicate "Yes" or "No"	<i>Cash deposit of 10% of the Contract Sum</i>	<i>Not applicable</i>	<i>Deductions of 10% security from payment claims/ Work done</i>	<i>Not applicable</i>	<i>Performance guarantee of 10 % of the Contract</i>		<i>Retention of 10% of the value of the Works.</i>	<i>Not applicable</i>	<i>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.</i>	<i>Not applicable</i>	<i>Performance guarantee of 5% of the Contract Sum plus retention</i>	<i>Not applicable</i>
Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i>	Contractor's choice. Indicate "Yes" or "No"														
<i>Cash deposit of 10% of the Contract Sum</i>	<i>Not applicable</i>														
<i>Deductions of 10% security from payment claims/ Work done</i>	<i>Not applicable</i>														
<i>Performance guarantee of 10 % of the Contract</i>															
<i>Retention of 10% of the value of the Works.</i>	<i>Not applicable</i>														
<i>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.</i>	<i>Not applicable</i>														
<i>Performance guarantee of 5% of the Contract Sum plus retention</i>	<i>Not applicable</i>														
6.5.1.2.3	The percentage allowance to cover overhead charges is _____														
6.8.3	<p>The variation in cost of special materials is :</p> <table border="1"> <thead> <tr> <th>Type of special material</th> <th>Unit</th> <th>Rate or price</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Type of special material	Unit	Rate or price	_____	_____	_____								
Type of special material	Unit	Rate or price													
_____	_____	_____													

General Conditions of Contract for Construction Works, Third Edition, 2015

PRO FORMA

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: _____

Physical address: _____

“Employer” means: _____

“Contractor” means: _____

“Engineer” means: _____

“Works” means: _____

“Site” means: _____

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

“Contract Sum” means: The accepted amount inclusive of tax of R _____

Amount in words: _____

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

Amount in words: _____

“Expiry Date” means: _____

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at : _____

Date : _____

Guarantor's signatory (1) _____

Capacity _____

Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____

General Conditions of Contract for Construction Works, Third Edition, 2015

PRO FORMA

ADJUDICATION BOARD MEMBER AGREEMENT

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

This Agreement is entered into between:

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

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

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

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

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

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

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

d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.

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

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

This Agreement is entered into by:

Contractor's signature: _____

Contractor's name: _____

Place: _____

Date: _____

Employer's signature : _____

Employer's name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's name: _____

Place: _____

Date: _____

* *Delete the inapplicable party*

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

THIS AGREEMENT made at _____
on this the _____ day of _____ in the year _____

between **BOJANALA PLATINUM DISTRICT MUNICIPALITY** (hereinafter called "**the Employer**")
of the one part, herein represented by
in his capacity as _____

and

(Hereinafter called "**the Mandatory**") of the other part, herein represented by _____

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, **CONTRACT NO: TS0003-BPDM-W-MLM-2425-01**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

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

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1
NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1
NAME (IN CAPITALS)

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____20.....,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS 1

NAME (IN CAPITALS)

BOJANALA PLATINUM DISTRICT MUNICIPALITY



BOJANALA PLATINUM DISTRICT MUNICIPALITY

BOJANALA PLATINUM DISTRICT MUNICIPALITY

CONTRACT NUMBER: BID NO TS0003-BPDM-W-MLM-2425-01

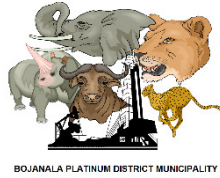
APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

BOJANALA PLATINUM DISTRICT MUNICIPALITY



BOJANALA PLATINUM DISTRICT MUNICIPALITY

CONTRACT NUMBER: BID NO TS0003-BPDM-W-MLM-2425-01

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

C2.1 PRICING INSTRUCTIONS

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule 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 applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no

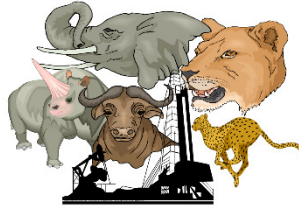
allowance has been made for waste.

5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction 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.

6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

BOJANALA PLATINUM DISTRICT MUNICIPALITY



BOJANALA PLATINUM DISTRICT MUNICIPALITY

**BOJANALA PLATINUM DISTRICT MUNICIPALITY
CONTRACT NUMBER: BID NO TS0003-BPDM-W-MLM-2425-01
APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF
BOREHOLES IN TSHWENE AND KROMKUIL**

C2.2 BILL OF QUANTITIES

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT		DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
			SECTION 1				
			PRELIMINARY AND GENERAL				
	SABS 1200A		PRELIMINARY AND GENERAL				
			FIXED-CHARGE ITEMS				
1.1	110.01		Scheduled fixed charge and value related items:				
1.1.1			Providing sureties	Sum	1.00		
1.1.2			Insurance of the Works and Plant	Sum	1.00		
1.1.3			Third party or public liability insurance	Sum	1.0		
1.1.4			Unemployment insurance (to comply with Workmen's Compensation Act)	Sum	1.0		
1.1.5			Other initial financing obligations	Sum	1.0		
1.2	110.02		Scheduled time related items:				
1.2.1			Time related preliminary and general charges	month	5.00		
1.3	8.3.2.1		Facilities for Engineer:				
1.3.1			Furnished offices	Sum	1.00		
1.3.2			Telephone	month	5.00		
1.3.3			Nameboards	Sum	2.0		
1.4	8.3.2.2		Facilities for Contractor:				
1.4.1			Offices and storage sheds	month	5.0		
1.4.2			Workshops	Sum	1.0		
1.4.3			Laboratories	Sum	1.0		
1.4.4			Living accommodation	month	5.0		

1.4.5		Ablution and latrine facilities	month	5.0		
1.4.6		Tools and equipment	Sum	1.0		
1.4.7		Water supplies	month	5.0		
1.4.8		Dealing with water	month	5.0		
Total Carried Forward						

SQ2

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward							
1.4.9			Electric power	month	5.0		
1.4.12			Communications	month	5.0		
1.5	110.03		Sums stated provisionally by the Engineer				
			Engineers Site facility requirements				
1.5.1			Provision for unmeasured items	month	5.00		Rate Only
1.5.2			Charge required by contractor on subitem 110.03.01	%	0.00		Rate Only
1.6	110.04		Compliance with safety requirements and				
1.6.1			SHE plan & specifications	L/Sum	1.0		
1.6.2			Site survey and setting out	L/Sum	1.00		
1.7			Provision for the remuneration Community Liason Officer	month	5.00		
1.7.1				%	0.0		
1.8			Provision of reimbursement of Project Steering Committee	Prov Sum	1.00		
1.8.1				%	0.0		
1.9			Provision of Accredited training Local labourers	Prov Sum	1.00		
1.9.1				%	0.0		
1.2			Provision for temporary storage and water supply during refurbishment of tank	Prov Sum	1.00		
				%	0.00		
1.13			Site supervision for the duration of the contract	month	5.00		
Total Carried Forward To Summary							

SQ3

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
			WATER : SITE CLEARANCE				
2.1	SABS 1200 C		SITE CLEARANCE				
2.1.1	8.2.1		Clear and grub Site	m ²	3 220.00		
	8.2.2		Remove and grub large trees and tree stumps of girth :				
2.1.2			a) Over 1m and up to 2m	No	5.00		
2.1.3			b) Over 2m and up to 3m	No	0.00		
2.1.4			c) Over 3m upwards in 1m steps	No	0.00		
2.2			EARTHWORKS				
2.2.1			Remove topsoil to nominal depth of 150mm, stockpile and maintain within a free haul distance of 2.0 km.	m ³	483.0		
Total Carried Forward To Summary							

SQ4

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
			EXCAVATION				
			a) Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes:				
	8.3.2		i) up to 300 mm diam for total trench depth:				
3.3.1			1) exceeding 0.0m but not exceeding 1.0m	m ³	885.00		
3.3.2			2) exceeding 1.0m but not exceeding 2.0m	m ³	2 357.00		
3.3.3			3) exceeding 2.0m but not exceeding 3.0m	m ³			
3.3.4			4) exceeding 3.0m upwards in steps of 1m	m ³			
			b) Extra-over items to incl. for (Provisional):				
			1) Intermediate excavation	m ³	100.0		
3.3.5			2) Hard rock excavation	m ³	100.00		
3.4			EXCAVATION. ANCILLARIES				
	8.3.3		Make up deficiency in backfill material (Provisional)				
3.4.1			a) from other necessary excavations on site	m ³	0.00		Rate Only
3.4.2			b) by importation from designated borrow pits	m ³	0.00		
3.4.3			c) by importation from commercial or off-site sources selected by the Contractor (Provisional)	m ³	0.00		Rate Only
			Opening up and closing down of designated borrow pit	Sum	0.0		
3.5	8.3.3.4		OVERHAUL				

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
			BEDDING (PIPES)				
4.1	SABS 1200 LB		PROVISION OF BEDDING				
			Provision of Bedding from Trench Excavation				
4.1.1	8.2.1		a) Selected granular material	m ³	231.00		
4.1.2			b) Selected blanket material	m ³	842.00		
			Supply only of Bedding by Importation				
	8.2.2.1		From other necessary excavations within 0.5 km (Provisional)				
4.2.1			a) Selected granular material	m ³	0.00		Rate Only
4.2.2			b) Selected fill blanket	m ³	0.00		
	8.2.2.2		From borrow pits (Provisional)				
4.3.1			a) Selected granular material	m ³	0.00		
4.3.2			b) Selected blanket material	m ³	0.00		
	8.2.2.3		From commercial sources (Provisional)				
4.4.1			a) Selected granular material	m ³	0.00		Rate Only
4.4.2			b) Selected blanket material	m ³	0.00		Rate Only
4.5			CONCRETE				
4.5.1	8.2.3		Concrete bedding cradle(Provisional)	m ³	0.00		Rate Only
4.5.2	8.2.4		Encasing of Pipes in concrete	m ³	0.00		Rate Only
4.6			OVERHAUL				
	8.2.5		Overhaul of material for Bedding Cradle and Selected Fill Blanket (Provisional)				

4.6.1		a) Selected granular material	m ³ km	0.00		
4.6.2		b) Selected blanket material	m ³ .km	0.00		
						Rate Only
Total Carried Forward To Summary						0.00

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
			BULK SUPPLY & MEDIUM PRESSURE RETICULATION				
	SABS 1200L		PIPEWORK & SPECIALS				
5.1	8.2.1		Supply, Lay and Bed on Class B bedding and test HDPE PN16 water pipe.				
5.1.1			63mm diam	m	2 256.00		
5.1.2			40mm diam	m	1 340.00		
5.2			Supply, Lay and Bed on Class B bedding and test steel water pipe.				Rate Only
5.2.1			125mm diam	m	0.00		
5.2.2			90mm diam	m	0.00		
5.3	8.2.3		Extra over 7.1.1.1 to 7.1.2.2 for the supply, laying and bedding of specials				
5.3.1			90 bend to 63mm diam pipe	No	4.00		
5.3.2			90 bend to 40mm diam pipe	No	1.00		
5.3.3			22.5 bend to 63mm diam pipe	No	0.00		
5.4			Equal tees				Rate Only
5.4.1			63 x 63mm	No	10.00		
5.5			Reducers				
5.5.1			60 x 40mm	No	12.00		
5.6	8.2.3		Extra over for supplying, fixing and bedding of valves				
5.6.1			63mm gate valve	No	8.00		
5.6.2			40mm ball valve	No	14.00		
5.6.3			110mm gate valve	No	0.0		

5.6.4		Extra over for cutting the existing pipes and the connection of the new pipes	No	0.0	
5.6.4.1		Extra over for placing and fixing pipes, valves and special items	No	11.0	
		End caps			
5.6.4.1.1		63mm	No	0.0	
5.7		SUNDRIES			
	8.2.8	Anchor blocks and pedestals	m ³	6.00	
5.7.1		Class25/19 concrete			
5.7.2		High tensile steel	kg		
5.8		Valve chambers	kg		
5.8.1		Valve chambers complete with frame and lid and cut off valve	No	22.00	
5.8.2	8.2.9	Pipe marker posts	No	30.0	
Total Carried Forward To Summary					

SQ9

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT		DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS 1200LF		ERF CONNECTIONS				
6.1			Standpipes				
6.1.1			Construct communal Standpipes	No	25.00		
6.1.2			Refurbish existing communal standpipe	No	35.00		
6.1.3			Meter box with ball valve	No	7.00		
							Rate Only
Total Carried Forward To Summary							

SQ10

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

ITEM NO	PAYMENT	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
			PUMPS, VALVES & TANKS				
8.1	PVC 5		Supply and install Galvanised Steel tank with all inlet and outlet sundries as indicated on drawings.				
8.1.1			1) Refurbish Existing galvanised tank stands	No	1.0		
8.1.2			2) 300 kL Galvanised Steel tanks	No	1.0		
8.1.3			50mm galvanised steel pipe	m	25.0		
8.2	SABS 1200GA		Construct concrete footings 20MPa and pedestals for the tank support as indicated on drawings.	m³	35.0		
8.2.1			Formwork	m²	10.0		
8.2.2			Reinforcement				
8.2.3			High tesile steel bars				
8.2.4			10mm bars	t	0.1		
8.2.5			12mm bars	t	0.5		
8.3	PSVC 4.2		Supply and erect 2.4m high fence with gate 2.4m x 2.4m as specified on the drawings, fully galvanised and complete with posts and stays.	m	400.0		
8.3.1	PSVC 7		Drill & test boreholes(min 120m depth)	No	6.0		
8.3.2			Equipping boreholes and electrical panels	No	6.0		
8.3.3			Interlock System(Pty) Ltd borehole precast concrete pumphouse or similar	No	3.0		
8.3.4			Provision for boreholes connection to power	No	6.0		
8.3.5			Refubrish existing pumphouse	No	3.0		
8.4			VALVES				

8.4.1		Isolating valves	No	11.0		
8.4.2		Non return valves	No			Rate Only
8.4.3		Scour valve	No			Rate Only
8.4.4		Hydrant	No			Rate Only
8.5		PUMPS				
8.5.1		Supply, Install, test and commission Submersible pump on 75mm HDPE Class PN 25 complete with power cable pump lifting mechanism as per manufacturers detailed drawings (rate to include corrosion protection).	No	6.0		
8.5.2		Supply and Install chlorification system	No	6.0		
Total Carried Forward To Summary						

JOB NUMBER : 2411/TCS/01**CLIENT: BOJANALA PLATINUM DISTRICT MUNICIPALITY****PROJECT: REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL**

SECTION	DESCRIPTION	SUMMARY OF SECTIONS	AMOUNT R
	PRELIMINARY AND GENERAL		
	CLEAR SITE		
	WATER		
	BEDDING		
	BULK SUPPLY & MEDIUM PRESSURE RETICULATION		
	ERF CONNECTION		
7	PUMPS, VALVES & TANKS		
8	TESTING		
Total Carried Forward To Summary Of Schedules	Total Carried Forward To Summary Of Schedules		
	CONTINGENCIES (10%)		
	SUB TOTAL		
	VAT @ 15%		
	TOTAL		

BOJANALA PLATINUM DISTRICT MUNICIPALITY

BOJANALA PLATINUM DISTRICT MUNICIPALITY

**CONTRACT NUMBER: BID NO TS0003-BPDM-W-MLM-2425-01
APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN
TSHWENE AND KROMKUIL****C3 Scope of Work****C3.1 DESCRIPTION OF THE WORKS****1.1 Employer's objectives**

This project is dedicated to serving the Tshwene and Kromkuil community by addressing water concerns and enhancing the sustainability of vital infrastructure.

1.2 Overview of the works

- Refurbishment of the existing water infrastructure.
- Extension of the water reticulation to cover the entire areas.
- Borehole drilling and equipping.
- Additional storages
- Chlorination plant

1.3 Extent of the works

The works to be carried out comprise mainly the following:

- Site establishment
- Setting up level of control
- Accommodation of traffic, including the erection of temporary road signs and other traffic control devices. Construction work on the road may take place under full trafficked conditions in half widths.
- Earthworks
- Excavation
- Class B bedding.
- Pipe Laying

- Bedding laying
- Construction of standpipes
- Drilling boreholes
- Refurbish of existing tank
- Backfilling

1.4 Location of the works

The project site is situated in Kromkuil and Tshwene Farm, within the jurisdiction of Bojanala Platinum District Municipality. Access to the location is facilitated via M39, as indicated on the locality plan provided in the project drawings.

Location Details

Co-ordinates :La 25°22'40" S

:Lo 28°04'15" E

1.5 Temporary works

Temporary works will mainly include access roads to the site, site establishment, protection of existing Services, Traffic accommodation etc, all these temporary works should be reinstated on completion of

the works by the contractor.

C 3.2 ENGINEERING

C 3.2.1 Drawings

The attached drawings (C6) are applicable to the contract:

C 3.3 PROCUREMENT

C 3.3.1 preferential procurement procedures

The works shall be executed in accordance with the conditions specified in the procurement preferencing schedule.

C 3.3.2 Scope of mandatory subcontract work

It is up to the contractor to determine which works should be subcontracted, however any work that is to be sub-contracted must be approved by the Employer.

Competitive tenders shall be invited in respect of each of the portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of CIDB Standard subcontract (labour only), SAFCEC General conditions of subcontract (2003 edition) (select appropriate option), with minimal project specific variations and amendments that do not change their intended usage.

The Employer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annexure F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor. The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

C 3.4 CONSTRUCTION

C 3.4.1 Applicable SANS 2001 standards for construction works

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 2001	
Essential Data:	
Clause	Specification data
Variations:	
None	
Additional clauses:	
None	

C 3.4.2 EPWP labour intensive specification

The Guidelines for Implementation of Labour-Intensive Infrastructure Projects under The Expanded Public Works Programme (EPWP) are applicable in this contract.

C 3.4.3 Plant and materials provided by the employer

None.

C 3.4.4 Services and facilities provided by the employer

None.

C 3.4.5 Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

C 3.5 MANAGEMENT

C 3.5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The Consulting Engineer is Takusa Consulting & Services CC.
4.3.1	The planning, programme and method statements are to comply with the following: 1) bar chart
4.3.3	The notice period for inspection is one Day.
4.7.3	The overbreak allowances for blasting are provided for in the scope of work.
4.9.3	The trees and shrubs which are not to be disturbed will be pointed out on site by the Engineer.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: 1) cleaning of site on completion
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: 1) None
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m ² in area and 3 m high, be ventilated, have good lamination, must be reasonably soundproof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: None.
4.17.3	Services which are known to exist on the site are: None.
4.17.4	The requirements for detection apparatus are: None.

4.18		The following standards and specifications shall be in addition to the provisions of 4.18: 1) See the scope of works.									
	Variations										
		None									
	Additional clauses										
	1 Site meetings and procedures										
		The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.									
	2 Water and electricity										
		The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:									
	a) water :										
	b) electricity :										
		<table border="1"> <thead> <tr> <th rowspan="2">Service</th> <th>Option</th> </tr> <tr> <th>A</th> </tr> <tr> <th colspan="2">Contractor responsibility</th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.</td> </tr> <tr> <td>Electricity</td> <td>The Contractor is to provide, and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity form the local authority / Eskom for the works at his own cost.</td> </tr> </tbody> </table>	Service	Option	A	Contractor responsibility		Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	Electricity	The Contractor is to provide, and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity form the local authority / Eskom for the works at his own cost.
Service	Option										
	A										
Contractor responsibility											
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.										
Electricity	The Contractor is to provide, and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity form the local authority / Eskom for the works at his own cost.										

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
Additional clauses:	
1	Manufactured Elements Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.
2	

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.	
4.2.1(a)	A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel: 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

C 3.5.2 Recording of weather

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

C 3.5.3 Unauthorised persons

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

C 3.5.4 Management meetings

There will be monthly compulsory site and technical meetings.

C 3.5.5 Forms for contract administration

Quality control forms will be made available to the contractor in hard copy.

C 3.5.6 Electronic payments

The employer will pay electronically and the contractor must provide correct banking details.

C 3.5.7 Daily records

The contractor shall all the times keep daily records of everything on site.

C 3.5.8 Payment certificates

The contractor must prepare payment certificate every month for approval by the engineer.

C 3.5.9 Communication

The engineer's representative on this project will be:
Mr Mfundo Hadebe
Contact number: 072 145 3827

The contact person for the employer is:

Ms Kgomotso Monamodi

C3.6 STANDARD SPECIFICATIONS

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002) :	Targeted Construction Procurement
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.7 PROJECT SPECIFICATIONS

STATUS

The Project Specification consists of two parts which form an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

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

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

C3.7.1: PART A: GENERAL

PS-1 PROJECT DESCRIPTION

This project is dedicated to serving the Tshwene & Kromkuil community by addressing sanitation concerns and enhancing the sustainability of vital infrastructure.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The project site is situated in Tshwene & Kromkuil village, within the jurisdiction of Bojanala Platinum District Municipality. Access to the location is facilitated via M39

2.2 Access to site

The Site of Works can be accessed from GPS coordinates:

La 25°22'40" S

Lo 28°04'15" E

PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

3.1 Construction of the followings;

Construction of sewer reticulation with concrete manholes 110mm erf connections and concrete toilet structures

3.1 Structures

The nature of the work to be included in this contract is as follows:-

- Establishment of camp and plant on site
- Provision of offices and accommodation of supervisory staff

3.3 Ancillary works

- Accommodation of traffic
- Such other works may be deemed necessary by the Engineer for the completion of the project.

The Contractor shall make all reasonable provision in the construction programme and its implementation to accommodate the Employer's Development and / or Emerging Contractors.

3.4 Nature of ground conditions and subsoil conditions

A geotechnical investigation of the site has been carried out.

3.5 Climatic conditions

Geological Summary:

- Residual soils from shale, granites, and conglomerates.
- Characteristics: clayey soils with expansive properties, silty sands with collapsible grain structure, presence of pedocretes and alluvial soils.
- Development constraints: differential movements due to expansive soils, shallow bedrock.

3.6 Labour recruitment conditions

A Community Liaison Officer (CLO) will be appointed through the recruitment process of the Municipality. Recruitment of all local labour should be done through the Community Liaison officer (CLO).

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

3.8 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the SANS and SABS Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.1.1 Drawings (*Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12*)

The requirements for drawings, information and calculations for which the Contractor is responsible are: None.

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.2 Responsibilities for design and construction

Civil Engineer

The civil engineer responsible for the design in accordance with the specification is Takusa Consulting & Services CC.

4.3 Planning and Programme *(Read with SANS1921-1:2004 clause 4.3)*

Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the

Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is 2 months. Plant and personnel requirements to complete the

project in 2 months must be incorporated in the Tender.

- b) A high standard of traffic accommodation
- c) The relocation of services are to be determined during construction.
- d) Ancillary works by Emerging Contractors

Programme in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 12 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as a basis for this programme. The Contractor's attention is also drawn to clause 40.3 of the General Conditions of Contract 2004.

4.4 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.5 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.6 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

Borrow pits and spoil areas

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.11 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

4.14 Site Establishment *(Read with SANS 1921 - 1: 2004 clause 4.14)*

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the Local Authorities and the Client. Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

4.15 Survey beacons (*Read with SANS 1921 - 1: 2004 clause 4.15*)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.17 Existing Services (*Read with SANS 1921 - 1: 2004 clause 4.17*)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.18 Health and Safety (*Read with SANS 1921 - 1: 2004 clause 4.18*)

4.18.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into

an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

Cost of compliance with the OHS Act Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

SECTION OHS: OHS 1993: HEALTH AND SAFETY SPECIFICATION

OHS 1

SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHS 1993 Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

OHS 2

DEFINITIONS

For the purpose of this contract the following shall apply:

Employer where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2014. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.

- (a) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract.

In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (b) **Engineer** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

OHS 3

TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS 4

NOTIFICATIONS OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS 5

RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
 - (b) Fall protection as described in Regulation 10;
 - (c) Structures described in Regulation 11;
 - (d) Temporary works described in Regulation 12;
 - (e) Excavation described in Regulation 13;
 - (f) Demolition work described in Regulation 14;
 - (g) Tunneling as described in Regulation 15;
 - (h) Scaffolding as described in Regulation 16;
 - (i) Suspended platforms as described in Regulation 17;
 - (j) Rope Access Work as described in Regulation 18;
 - (k) Material hoists as described in Regulation 19;
 - (l) Bulk mixing plant as described in Regulation 20;
 - (m) Explosive actuated fastening device as described in Regulation 21;
 - (n) Cranes as described in Regulation 22;
 - (o) Construction vehicle and mobile as described in Regulation 23;
 - (p) Electrical installations and machinery of construction sites as described in Regulation 24;
 - (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
 - (r) Water environments as described in Regulation 26;
 - (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
 - (t) Stacking and storage on construction sites as described in Regulation 28;
 - (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

OHS 8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

OHS 9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

OHS 10 **MEASUREMENT AND PAYMENT**

10.1 **Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) **Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) **Records and Registers**

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

4.18.2 Requirements for Accommodation of Traffic (Read with SANS 1921 - 2: 2004)

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic. The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads 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.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.19 Management of the environment (Read with SANS 1921 - 1: 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

C3.7.2: PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

PSA GENERAL
PSA 3 MATERIAL (Clause 3)

PSA 3.1 QUALITY (Sub-Clause 3.1)

All material required for this contract shall bear the official standardization mark.

PSA 4 PLANT (Clause 4)

PSA 4.1 CONTRACTOR'S OFFICES, STORES AND SERVICES (Sub-Clause 4.2)

Add the following to this sub-clause:

PSA 4.1.1 Storage (New Sub-clause)

The Contractor shall supply sufficient protection for perishable material to the satisfaction of the Engineer, and all materials shall be used in the order in which it was delivered. Cement older than three months shall be removed from the site and shall not be used in the Works.

PSA 4.1.2 Restrictions on Employee Accommodation

No housing is available for the Contractor's employees, and the contractor shall make his own arrangements to house his employees and transport them to site.

The Employer will place at the disposal of the Contractor and area to able him to erect his site offices, workshops, stores, and any temporary camp the Contractor may wish to erect for his personnel. The temporary housing and ablution facilities shall comply with the requirements of the local authority

PSA 4.2 CAPACITY OF PLANT AND EQUIPMENT (New Sub-Clause)

Add as Clause 4.3:

The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the Works well within the period or periods specified or stated in the appendix to the tender.

In addition, he shall have available on the Site adequate standby plant ensure that operations designed to be executed continuously are not disrupted because of breakdown
of any plant provided for such operations.

PSA 5 CONSTRUCTION (Clause 5)

PSA 5.1.1 SETTING OUT OF THE WORK (Sub-Clause 5.1.1)

The Contractor shall be solely responsible for the execution of the works to the correct line and level.

The Contractor shall carefully set out the works, employing a capable surveyor to the lines and levels gleaned from information provided. The tolerance allowed in setting out shall be 3mm either way.

Work set out by the Contractor shall be checked by the Engineer whereafter any errors be rectified by the Contractor.

The Contractor shall provide at least three days' notice of such a check to the Engineer. The Contractor shall supply any material and labour required for the control survey work by the Engineer including the supply of and placing the necessary pegs, sight rails, etc.

Any assistance, including checking, rendered to the Contractor by the Engineer shall not be held as relieving the Contractor of his responsibility in this respect. Should any portion of these works be constructed incorrectly, the Contractor shall at his own expense rectify the work to the satisfaction of the Engineer.

The Contractor shall be held solely responsible for the protection of all bench marks, reference pegs and level pegs. The Contractor shall establish at least three benchmarks at selected points.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public services.

The relevant authority and Engineer shall be informed of any damages without delay.

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

Add the following to this sub clause:

The Contractor shall ensure that he complies with all the requirements of the authorities concerned with respect to the safety of the works and labourers, including the provision and wearing of protective clothing. Any negligence or non-compliance of any of these requirements shall be viewed in a serious light and shall be sufficient reason for the Engineer to order the immediate suspension of the total extent of the Works.

The Contractor shall provide for artificial lighting for any part of the Works that may be required for the proper execution of the work.

The tendered rate shall include full compensation for providing all plant, equipment, tools, transport, labour, supervision, flagmen, guards, signs, lights, barricades and all other incidentals necessary for the proper maintenance of an alternative road.

Item	Unit
Accommodation of traffic.....	Sum

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES (Sub-Clause 5.4)

Add the following to the subclause:

Before commencing any excavation, the Contractor shall verify the position of all known or suspected obstacles by inspection of the site, examination of drawings or, where necessary by the excavation of trial holes.

The Contractor shall take cognisance of restrictions imposed by service authorities with respect to operations of mechanical equipment adjacent to or near their services. In particular the relevant authority shall be advised by the Contractor, at least 48 hours in advance, of any operation within 3,0m, measured on a horizontal plane to the estimated position of the authority's service, so that the authority can make arrangements for the supervision of the operation by his staff.

The Contractor will be held responsible for any damage to known services (i.e. services that are within the Site and are shown on the drawings or could reasonably be located by him in good time) and he shall take all necessary measures to protect them. All work or protective measures shall be subject to approval. In the event of a service being damaged, the Contractor shall immediately notify the authorities concerned as well as the Engineer. The Contractor shall not repair any such service unless instructed to do so.

The lump sum tendered shall also include full compensation for all negotiations with private owners or public authorities controlling services to be opened to determine their exact position, or to be relocated and/or protected.

PSA 5.5 SPECIAL WATER CONTROL (Sub-Clause 5.5)

The rates tendered and paid for excavation shall include for dewatering as may be necessary.

PSA 5.6 PREVENTION OF DUST NUISANCE (Sub-Clause 5.6)

The Contractor's attention is drawn to the presence of existing dwellings on and adjoining the site are vulnerable to dust nuisance and traffic hazards which might arise from the Contractor's operations. The Contractor is particularly required to take all necessary precautions, including limiting the length of open trenches to 200 metres, watering where appropriate, to prevent dust blowing from construction material and spoil heaps and/or ground stripped of vegetation cover. The Contractor is to allow for the cost of this work as a time related item in the Preliminary and General section of the Schedule of Quantities.

PSA 5.8 GROUND AND ACCESS TO WORK (Sub-Clause 5.8)

Add the following to Sub-clause 5.8

Access to properties should be maintained at all the times. All fences and other structures that have been damaged or interfered with by the Contractor shall be restored to a condition at least equivalent to their original conditions.

PSA 6.2 DEGREE OF ACCURACY (Sub-Clause 6.2)

Delete this sub-clause and replace with the following:

The Contractor shall construct each of the various parts of the Works to the degree of accuracy specified in the relevant standardized specification.

PSA 7 TESTING

PSA 7.2 APPROVED LABORATORIES (Sub-Clause 7.2)

Add the following to this sub-clause:

No laboratory facilities are required on site. The Contractor shall use an independent laboratory for the necessary tests.

The cost of all testing to be carried out by the Contractor in terms of the requirement of the relevant SABS 1200 standards shall be included in the rates for the various work items listed in the Schedule of Quantities. No separate payments shall be made in this regard.

The Engineer may order the Contractor to arrange special check tests to be carried out by an approved independent laboratory. The results of these tests shall be made available to the Contractor.

The cost of special check test ordered by the Engineer shall be borne by the Employer if the test results indicate compliance with the specification and by the Contractor if the results indicate non-compliance with the specification.

PSA 8 MEASUREMENT AND PAYMENT (Clause 8)

PSA 8.1.1 METHOD OF MEASUREMENT, ALL SECTIONS (Sub-Clause 8.1.1)

In no case will any dimensions be allowed or any quantities are included in the measurement for payment which shall exceed the dimensions required by the contract or as ordered in writing by the Engineer in the case of extra work.

The quantities as shown in the Bill of Quantities are estimated quantities and are used for comparing tenders and awarding of the contract. It shall be noted that only the actual work executed or materials supplied will be measured and paid for, therefore billed quantities may be increased or decreased as allowed for in the General Conditions of Contract.

PSA 8.5 PROVISIONAL SUMS (Sub-Clause 8.5)

PSA 8.5.1 Testing of Materials (Sub-Clause 8.5.1)

The Engineer reserves the right to carry out any test he deems necessary using commercial laboratories to ensure compliance of the materials supplied for use in the works with the requirements of the Specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments will be recoverable under the provisional sum allowed for in the Schedule of Quantities. The Contractor's tendered mark-up must allow for arranging the necessary testing and for payment, if applicable, through the contract.

Item	unit
Testing of Materials by the Engineer	Prov. sum

5.2.2 PSAB ENGINEER'S OFFICE

PSAB 3 MATERIALS (Clause 3)

PSAB 3.1 NAMEBOARDS (Sub-Clause 3.1)

Add the following to the subclause:

Notwithstanding the provisions of Subclause 3.1 of SABS 1200 AB, the details of the name board will be available from the Engineers.

PSAB 3.2 OFFICE STRUCTURE (Sub-Clause 3.2)

Delete this sub-clause and replace with the following:

The Contractor shall provide the following furnished offices for the use of the Engineer and the Client. Each office shall consist of one room with the following floor area:

- i) Engineers office - 12m²

The clear height of all offices between floor and ceiling shall be 2,5m minimum. All windows shall be of the type that can be open over the full window area:

Each office shall be weatherproof, shall have a concrete floor and shall be provided with insulation, with an acceptable type of door with a secure lock, and two opening windows of glazed area at least 3m². Each office shall be well ventilated and shall be insulated as to provide comfortable working conditions.

The internal furnishings of each office shall include:

- a) one trestle table, 2m long x 1m wide x 0,9m high, with a smooth top;
- b) one desk having a top of size at least 1,5m x 0,9m and at least two lockable drawer;
- c) two chairs;
- d) an acceptable blind on each window;
- e) a wash-hand basin inside the office;
- f) acceptable lighting;
- g) provision for heating in winter and cooling in summer;
- i) Fifteen comfortable seating chairs around conference table.

PSAB 3.3 CAR PORTS (New Sub-Clause 3.3)

The Contractor shall provide one car port for the use of the Engineer. The car port shall be so constructed that the vehicles parked under them will at all-time be shaded from direct sunlight..

PSAB 3.4 SURVEY EQUIPMENT (New Sub-clause 3.4)

Add the following:

The Contractor shall provide the following survey equipment on the site from the commencement to the completion of the Works:

- 1 Tachometer capable of reading 20 seconds of arc;
- 1 Engineer's level with 360° circle and aluminium staff;

- 2 Tachometer staffs graduated metrically;
- 1 Steel tape of length 30m;
- 5 Ranging rods 2m in lengths;
- 1 Nylon tape of length 100m.

The tachometer may be shared by arrangement between the Contractor and the Engineer's Representative, but the remaining instruments shall be provided for the exclusive use of the Engineer's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the whole of the Works, the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

Item Unit

Provide and maintain survey equipment.....Sum

The rate shall cover the charges for the provision, insurance and maintenance of the equipment.

PSAB 3.5 SITE INSTRUCTION BOOKS (New Sub-Clause 3.5)

Throughout the construction period the Contractor shall supply a carbon triplicate book as a site instruction book.

This book shall be kept on Site and shall be accessible to both the Contractor and the Engineer's Representative at all times. It shall be used:

- (a) by the Contractor for:
 - (i) providing the Engineer's Representative with any information regarding the construction of the Works which may be requested, and
 - (ii) giving notification in writing as required by any of the relevant clauses of the General Conditions of Contract, and
- (a) by the Engineer's representative for the purpose of writing day-to-day instructions and confirming any verbal information or instruction given to the Contractor.

PSAB 4 PLANT (Clause 4)

PSAB 4.1 TELEPHONE (Sub-Clause 4.1)

The Engineer to provide his own cellular phone. The Engineer shall be responsible for the supply, maintenance, payment of accounts, etc, of the cellular phone.

PSAB 5 CONSTRUCTION (Clause 5)

PSAB 5.5 SURVEY ASSISTANTS (Sub-clause 5.5)

The Contractor shall make available to the Engineer or his Representative two suitably experienced survey assistants to assist on and about the Site with survey and measurements.

PSAB 8 MEASUREMENT AND PAYMENT (Clause 8)

Delete Clause 8 and insert the following:-

The method of measurement as described in Subclause 8.1.2 (b) and (d) of SABS 1200A shall apply and shall be by the lump sum or by number as indicated in PSAB 8.1.

PSAB 8.1 ENGINEER'S FACILITIES ON SITE (Sub-Clause 8.1)

PSAB 8.1.1 Fixed Charge and Value Related Items (Sub-Clause 8.1.1)

Payment for fixed-charge and value-related items with respect to facilities to be provided for the Engineer will be affected in accordance with Clause PSA 8.3 as applicable.

Item	Unit
Fixed Charge and Value-Related Items	
(a) Furnished office and toilets	sum
(b) Name boards	No.

i. PSAB 8.1.2 Time-Related Items

Payment for time-related items with respect to facilities to be provided for the Engineer, will be affected in accordance with Clause

Item	Unit
-------------	-------------

Time Related Items

(a) Furnished offices	Sum
------------------------------------	------------

(b) Name boards.....	No.
-----------------------------	------------

5.2.3 PSC SITE CLEARANCE

PSC 3.1 DISPOSAL OF MATERIAL (Sub-Clause 3.1)

Add to this subclause :

Material obtained from clearing and grubbing from the demolition structure shall be disposal of in a borrow pit indicated by the Engineer and shall be finished to the satisfaction of the Engineer.

PSC 3.3 CLEANING CONCRETE CHANNELS AND S/WATER PIPES (New Sub-Clause 3.3)

All the Material obtained from clearing and grubbing and from the demolition of structures shall be disposed of in a borrow pit indicated by the Engineer and shall be finished to the satisfaction of the Engineer.

PSC 3.5 REMOVAL OF THE EXISTING CONCRETE CHANNEL (New Sub-Clause 3.5)

The removal of existing asphalt surfacing will involve the breaking out, removal, loading and disposal of the surfacing within a free haul distance of 2.0km.

5.2.5 PSDM EARTHWORKS PSDM 3

MATERIALS (Clause 3)

PSDM 3.1 CLASSIFICATION OF EXCAVATED MATERIAL (Subclause 3.1)

Delete this subclause and replace with the following:

Distinction shall be drawn, for payment purposes, between excavation in hard and soft material. All road bed excavation shall be classified in accordance with the following classification.

PSDM 1.1.1 Soft excavation

Soft excavation shall be excavation in all existing fill material as well as excavation in material which can be efficiently removed by any of the following plant.

A bulldozer having a mass, including the mass of the ripper if fitted of 35 ton and having a flywheel power of approximately 220 kW.

PSDM 1.1.2 Hard excavation

Hard excavation shall be excavation in material which cannot be efficiently ripped by plant as described in PSDM 1.1.1. This excavation generally includes material such as formation of unweathered rock which can only be removed after blasting or boulders of 0,5m³ or larger in volume.

The Contractor shall be at liberty to use any method he wishes to excavated any class of material, but the method of excavation shall, however, not dictate the classification of the excavation.

The Engineer shall decide under which one of the above classes any excavation shall be classified and paid for. In the first instance the classification shall be based on inspection of the material to be excavated and the method of excavated and the method of excavation proposed by the Contractor. In the even of disagreement between the Contractor and the Engineer, the Contractor shall, if required, make available such mechanical equipment as specified in order to test the reasonable removability or otherwise of the material. The decision of the Engineer as to the classification shall thereafter be final and binding.

The Contractor shall immediately inform the Engineer as and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to timeously advise the Engineer shall entitle the Engineer to classify, in his sole discretion, such excavation as may have been executed in material of a different nature.

PSDM 4 PLANT (Clause 4)

Add the following to this clause.

The following plant are necessary for road preparation:

a) Vibrant roller

The vibrator roller must be able to apply a combined static and dynamic load of not less than 120 kN/m at a working frequency of 1500 r.p.m. maximum.

b) Impact roller

The impact roller shall be a single multi surface roller with a maximum of five flat or nearly flat surfaces and a roller mass of 8 to 10 tons. The roller and tow mechanism, which shall be of the free fall type, shall be designed to make all the energy necessary to take the roller onto the ridge between two flat surfaces available for distribution at impact when the roller falls. The roller shall be towed at a speed of between 8 and 10 kilometres per hour.

PSDM 5.1 CONSTRUCTION (Clause 5)

PSDM 5.1.2 ACCOMMODATION OF TRAFFIC (Subclause 5.1.2)

Add the following to this subclause:

Where by reason of difficult terrain or for any other reason, the construction of bypasses is unfeasible, the Contractor shall, upon the written instruction of the Engineer, construct the road in half widths to allow traffic to use that half of the road not under construction. The length of the half-width construction shall be kept to a minimum, with provision for traffic travelling in opposite directions to pass at frequent intervals.

The Contractor shall arrange his work so as to allow traffic to have free one-way access to at least half the width of the roadway at all times during the construction period. He shall maintain that half of the road, which is being used for traffic for the time being, free from corrugations, to the satisfaction of the Engineer.

Wherever possible, the Contractor shall ensure that the entire road width shall be open at night and shall be left, at the end of each day's work, in good and safe trafficable condition to the satisfaction of the Engineer.

Should the road not be in a safe trafficable condition for two-way traffic over the entire width at the end of each day's work, the Contractor shall provide adequate flagmen, signs, barricades, lights and the necessary staff at his own cost to ensure a reasonably free flow of traffic alternately in each direction throughout the entire period when the roadway is open to one-way traffic only.

PSDM 5.2 METHODS AND PROCEDURES

PSDM 5.2.1 STRIPPING OF SITE (Subclause 5.2.1)

Add the following to this subclause.

Before the Contractor does any roadbed preparation, he shall get instructions from the Engineer on any stripping of topsoil or clearing and grubbing that may be required. This work shall be carried out according to SABS 1200C "Site Clearance".

During the compaction of the roadbed with an impact roller if required by the Engineer the roadbed shall be graded before each pass if, according to the Engineer, the surface is uneven and prevents the flat surface of the impact roller to fall uneven.

PSDM 5.2.3 PREPARATION OF THE EXCAVATION (Subclause 5.2.3)

Add the following as subclause 5.2.3.4.

PSDM 5.2.3.1 Removal of unsuitable material

Any roadbed material that will, according to the judgement of the Engineer, have a detrimental effect on the quality of the finished street, shall be removed to the depth and width as instructed by the Engineer, and will be disposed of according to specification. It shall then be backfilled with approved imported material and compacted to the specified compaction.

The Engineer may instruct the Contractor to remove over wet material which cannot form a solid layer or platform, and replace it with approved dry material. The Contractor will be paid for this operation if the Engineer is convinced that the material will not dry out in a reasonable time in spite of adequate temporary drainage and that the condition may not have been prevented by reasonable preplanning to build the work during the dry season.

PSDB 8 MEASUREMENT AND PAYMENT (Sub-Clause 8)

PSDM 8.1 BASIC PRINCIPLES (Subclause 8.1)

Change the following in this subclause:

The free haul distance will be 2,0km.

PSDM 8.1.1 ACCOMMODATION OF TRAFFIC (New Sub-Clause)

Item	Unit
Accommodation of traffic where the road is constructed in half-widths	
Sum	

The unit of measurement for accommodating traffic where the road is constructed in half-widths shall be the metre measured along the centre line of the road which is constructed in half-widths on the written instruction of the Engineer.

The tendered rate shall include full compensation for providing all plant, equipment, tools, transport, labour, supervision, flagmen, guards, signs, lights, barricades and all other incidentals necessary for the proper and safe handling of traffic as specified and shall include full compensation for all additional costs and work resulting from construction of the road in half-widths

5.2.6 PSGA CONCRETE (Small Works)

PSGA 4 PLANT (Clause 4)

PSGA 4.4.1 FINISH OF CONCRETE (Sub-Clause 4.4..2)

- Change this sub-clause as follows :
- The quality of the finished concrete surface shall be as follows:
- All off-shutter concrete from 150mm underneath the ground level ... Smooth.
- Unseen concrete up to 150 mm underneath the ground level ... Rough.

PSGA 5.1.2 FIXING OF REINFORCEMENT (Subclause 5.1.2)

Add to this subclause :

No welding shall be allowed.

PSGA 5.3.1.5 STRENGTH CONCRETE (Subclause 5.4.1.5)

Add to this subclause :

The following classes of concrete of concrete shall be used in the following positions:

- Class 15/19 Blinding, mass concrete, encasement of pipes, etc.
- Class 20/19 Strip foundation for brick walls and mass foundation.
- Class 30/19 All structural concrete, including concrete floors and paving.

The Contractor shall design trial mixes in accordance with SABS 0100, Part II 1980, Appendix B. The target strength of the trial mix shall be determined using K equal to 1,7 and a standard deviation Mpa for a "good" degree of site control. The average 28 day cube strength of the trial mix shall equal or exceed the target strength. The Contractor shall submit the trial mixes and the 7 and 28 day test results to the Engineer for approval. No concreting may proceed until the trial mixes have been approved.

PSGA 5.4.1.6 READY MIXED CONCRETE (Subclause 5.4.1.6)

Delete the subclause and replace with the following:

Ready-mixed concrete will be allowed on the site, provided the nominal mix proportions given in S 1200 GA Clause 8.4.1, apply. The prior approval of the Engineer is however required.

PSGA 5.4.2.3 AGGREGATES (Subclause 5.4.2.3)

Aggregates

Add to this clause.

Volume batching is permitted for concrete pours of up to 5,0m³. All greater quantities shall be weigh batched to an accuracy of 2%.

PSGA 5.4.3(e) MIXING (Subclause 5.4.3 (e))

Delete this subclause and replace with the following:

- (e) Concrete shall be placed within thirty minutes of the start of mixing.

PSGA 5.4.8 CONCRETE SURFACES (Clause 5.4.8)

Add the following:

Concrete surface finishes required shall be indicated on the drawings and shall be classified as follows:

- a) Rough : This shall comprise a lightly ridged surface as struck off with a tamping board. Degree of accuracy III is required. This finish shall provide a good key for subsequent finishing with a screed or bituminous carpet.
- b) Smooth wood float : The surface shall be wood floated to a uniform surface free of trowel marks and to Degree of Accuracy II.
- c) Smooth steel float : The surface shall be accurately struck off and floated and finished with a steel float to a smooth and uniform surface, free of trowel marks, to Degree of Accuracy I. Rubbing with a carborundum stone will be permitted but no plastering to correct imperfections will be permitted.

PSGA 5.4.11 CONSTRUCTION JOINTS (CLAUSE 5.4)

Add to this clause

Concrete shall be carried out continuously up to the locations where joints are shown on the drawings or up to approved locations. Joints shall be constructed in accordance with the details shown on the drawings.

The Contractor shall continue concreting through meal breaks or after normal working hours in order to complete work up to a construction joint and no extra payment shall be made to the Contractor for working overtime.

If, because of an emergency (such as a breakdown of the mixing plant or the occurrence of unsuitable weather), concreting has to be interrupted, concrete shall be finished off at the place of stoppage in the manner that will least impair the durability, appearance, and proper functioning of the concrete.

PSGA 5.4.12 JOINT SEALING (New Sub-Clause)

Add to this clause:

Joints shall be formed as indicated on the drawings, using bitumen impregnated fibre board or closed cell expanded polyethylene compressible joint filler complying with AASHTO Specification M153.

Joints shall be sealed as indicated on the drawings, using rubberised bitumen joint sealant for concrete pavement complying with BS5212. Where indicated on the drawings joint sealant shall be backed by a Polythene Tape bone breaker.

The use of the joint former and joint sealing materials and all joint sealing shall be carried out by workmen experience in the use of the materials and shall be strictly in accordance with the instruction and recommendations of the manufacturer and supplier.

PSGA 5.4.6.3 MECHANICAL VIBRATION (New Sub-Clause)

Delete this subclause and replace with the following:

Only mechanical vibrations shall be accepted for the compaction of the concrete. Any other method of compaction shall only be accepted with the written approval by the Engineer.

PSGA 5.4.8.2 WATERTIGHT CONCRETE (Subclause 5.4.8.2)

Add to this subclause :

Manholes and the stormwater channel shall be water tights and no water leakage will be allowed at the joints.

PSGA 6 TOLERANCES (Clause 6)

PSGA 6.1 GENERAL (Subclause 6.1.1)

All concrete, excluding blinding and mass concrete, shall comply with the specified tolerances, except where a different tolerance is shown on the drawings, in which case the specification on the drawing shall prevail.

PSGA 6.4 TOLERANCES (Clause 6.4)

Degree of accuracy required is : (II).

PSGA 7 TESTS (Clause 7)

PSGA 7.1.1 FACILITIES (Sub-Clause 7.1.1)

Facilities

Add the following :

The Contractor shall be fully responsible for sampling and testing the concrete at the frequency specified.

PSGA 7.1.2.2 FREQUENCY OF SAMPLING (Sub-Clause 7.1.2.2)

Add the following :

At least one sample sufficient for 3 cubes and a slump test shall be taken from each day's casting and from at least every 20m³ of concrete of each grade placed. More frequent slump tests shall be take should the consistency of the concrete be seen to vary.

C3.7.3 : PART C : ENVIRONMENTAL MANAGEMENT SPECIFICATION

1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.

- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs (DWA).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWA.

7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc)

- are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.

- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.

- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes)

during construction must be replaced with indigenous vegetation after construction has been completed.

20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.

- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

C3.7.4: PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Day works in the Schedule of Quantities. Rates for Day works shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

D. 1 SCOPE

Certain work may be carried out using rates tendered in the day work schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a day work basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation.

No work will be paid for as Day works without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order day work in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Day works will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for.

D. 4 CONSTRUCTION PLANT HIRE

Where day work is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the day work. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the day work method of payment described in Clause 37.2.3 of the General Conditions of Contract 2004 edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the day works.

D. 5 SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing day work shall be paid for using the tendered rates in Schedule D which are to be in-line with the current SAFCEC labour rates including any increases. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, Municipality levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for

labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Day works.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 37.2.5 and 37.2.6 of the General Condition of Contract 2010 edition with regard to the submission of Dayworks claims.

C3.7.5: PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- *Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)*
- *Working above a continuously flowing river and in an flood plain environment subject to flooding*
- *Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds*
- *Steep and restricted access to the lower flood plain below the bridge*
- *Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead*
- *Deep excavations in soils requiring shoring or reducing of slopes*
- *Blasting of hard rock or demolition of concrete*
- *High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing*
- *Potentially harmful gasses when tying into the existing sewer mains*
- *Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services*
- *Exposure to possible injuries due to mishandling or failure of power and hand tools*
- *Falling debris, tools and materials from bridge*
- *Non-conformance to specifications with regards to fasteners and materials*
- *Risks related to general safety and security on site*

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) *“Employer” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “client” as defined in the Construction Regulations 2003. “Employer” and “client” is therefore interchangeable and shall be read in the context of the relevant document.*
- (b) *“Contractor” wherever used in the contract documents and in this specification, shall have the same meaning as “Contractor” as defined in the General Conditions of Contract.*

In this specification the terms “principal contractor” and “contractor” are replaced with “Contractor” and “subcontractor” respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

“Engineer” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

The Contractor shall submit the following with his tender:

- (a) *a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;*
- (b) *a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;*
- (c) *a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.*
- (d) *Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.*

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more; the use of explosives;*
- (b) construction work that will exceed 30 days or 300 person-days; excavation work deeper than 1,0 m; or*
- (c) working at a height greater than 3,0 m aboveground or landings.*

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

E5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors

and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

E7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of Section 17 and 18 of the Act (OHS Act 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of Sections 17 and 18 of the Act (OHS Act 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;*
- (b) Fall protection as described in Regulation 8;*
- (c) Formwork and support work as described in Regulation 10;*
- (d) Excavation work as described in Regulation 11;*
- (e) Demolition work as described in Regulation 12;*
- (f) Scaffolding work as described in Regulation 14;*
- (g) Suspended platform operations as described in Regulation 15;*
- (h) Material hoists as described in Regulation 17;*
- (i) Batch plant operations as described in Regulation 18;*
- (j) Explosive powered tools as described in Regulation 19;*
- (k) Cranes as described in Regulation 20;*
- (l) Construction vehicle and mobile plant inspections on a daily basis by a*
- (m) competent person as described in Regulation 21(1);*
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;*
- (o) Stacking and storage on construction sites as described in Regulation 26; and*
- (p) Inspections of fire equipment as described in Regulation 27.*

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

E8.

RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at

all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

E9.

CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

- (a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely

with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the

Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and

inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Municipality Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Municipality Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Municipality Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent

person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Municipality Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Municipality Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to

ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Municipality Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Municipality Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Municipality Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Municipality Notice R 2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities

Regulations (Municipality Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) *Non-compliance with the Construction Regulations 2003*

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30. The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) *Safety personnel*

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) *Records and Registers*

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

BOJANALA PLATINUM DISTRICT MUNICIPALITY



BOJANALA PLATINUM DISTRICT MUNICIPALITY

CONTRACT NO: TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

C4 SITE INFORMATION

- C4.1 CONDITIONS ON SITE: GEOTECHNICAL REPORT**
- C4.2 EXISTING SERVICES REPORT**

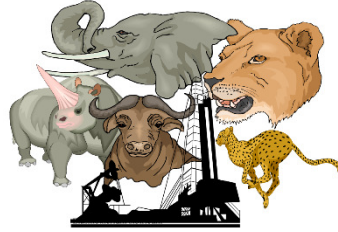
C4.1 CONDITIONS ON SITE: GEOTECHNICAL REPORT

There is geotechnical report for this site and it will be made available during construction. However Tenderers are advised to thoroughly familiarize themselves with the existing site soil conditions and any claim on the grounds of unknown subsoil conditions will not be entertained.

C4.2 EXISTING SERVICES REPORT

At present there are existing standpipes and boreholes which are not operational. A 500kL steel tank is empty and vandalised. There is an existing water reticulation, and its condition is unknown.

BOJANALA PLATINUM DISTRICT MUNICIPALITY



BOJANALA PLATINUM DISTRICT MUNICIPALITY

CONTRACT NO: TS0003-BPDM-W-MLM-2425-01 APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN TSHWENE AND KROMKUIL

C5: ADDITIONAL RELEVANT DOCUMENTATION

C5.1 BOJANALA PLATINUM DISTRICT MUNICIPALITY Supply Chain Management Policy.

C5.2 The preferential procurement policy framework Act no 5 of 2022: procurement preferential regulations, including the following:

C5.3 BPDM health and safety specifications

C5.4 Guidelines for the Implementation of Labour Intensive Infrastructure projects under the Expanded Public Works Programme (EPWP)

C5.5. Photo Record and site Locality

C5.6. Tender Drawings

C5.7. Name Board

C5.8. Environmental Checklist/ Penalties