



RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF NO. NC061/T01/2023/2024

NAME OF TENDERER:

Tender Amount:

Tenderer:

Completion Period:Wks

SEPTEMBER 2023

COMPILED FOR:

COMPILED BY:



RIBICON CONSULTING GROUP PTY LTD

Contact person: Mr D Richards

7 Koperberg Street, P O Box 787

SPRINGBOK, 8240

South Africa

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RICHTERSVELD MUNICIPALITY

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PART T1 : TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Tender Data**

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PROJECT REF. NO. NC061/T01/2023/2024

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

RICHTERSVELD MUNICIPALITY invites tenders for Tender No. **BID NO: NC061/T01/2023/2024**

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

The contract comprises of the following:

- Lining of the three (3) evaporation ponds
- Drilling of two (2) monitoring boreholes
- Installation of gravitational pipeline
- Supply and installation of two (2) Wendy Houses
- Security and Safety lighting
- Fencing

It is estimated that tenderers should have a CIDB contractor grading designation of **4 CE** or higher.

A non-refundable tender deposit of **R623.30** per document is payable through EFT into the bank account of **Richtersveld Municipality: First National Bank, Cheque Account, Account No: 53471831653, Branch Code: 200806**. Tender documents will be available from **Friday, 22 September 2023** and can be obtained from serah@richtersveld or collected from Richtersveld Municipality SCM office. Proof of payment to be presented upon collection of the tender document. NB.: Payment for downloaded tenders from E-Tenders is also required.

No clarification meeting will be held. The closing time for receipt of tenders is **Friday, 06 October 2023 at 12H00**. Bid documents must be deposited in the bid box situated at the municipal offices, 169 Main road, Port Nolloth. No late bid submission will be considered.

Queries relating to issues arising from this document may be addressed to Mr. I. Cloete of Richtersveld Municipality, Tel No. 027 851 1111, email ivan@richtersveld.gov.za.

Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following forms: MBD 4, MBD 6.1, MBD 6.2, MBD 8, MBD 9, SCM 1 and SCM 2 must be completed and submitted with the bid.

Please Note: Ribicon Consulting Group (Pty) Ltd is Appointed to render Professional Services

The Municipality reserves the right not to award the tender to the only or the lowest Tenderer. Tenders may only be submitted on the tender documentation that has been issued.

No tender offer will be considered from the following tenderers:

- a) If the Tenderers do not comply to the CIDB-Grading Conditions.
- b) Persons who were convicted for fraud or corruption during the past five years.
- c) Who willfully neglected, reneged on or failed to comply with a government contract during the past five years.
- d) No bids will be evaluated without proof of 30% sub-contracting with Local supplier
- e) Tenderers who cannot submit a valid Tax Clearance Certificate or SARS PIN.
- f) Tenderers who cannot submit an original/certified valid B-BBEE certificate or exemption certificate (EMEs).
- g) Tenderers who is not registered or accredited as a Contractor or a contractor according to the Central Contractor Database (CSD).
- h) If proof cannot be provided that a performance guarantee can be submitted on the award of the contract.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Richtersveld Municipality Supply Chain Management Policy will apply;



- The Richtersveld Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid or to withdraw;
- Bids which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted;
- Bids submitted must be fixed and firm for the period of the contract
- 30% sub-contracting to local supplier is essential, bidders to provide proof of 30% sub-contracting on specified items
- Bids must only be submitted on the documentation provided by the Richtersveld Municipality; (original Bid documents)
- Bidders must be registered on the National Central Supplier Database (CSD) official website – www.csd.gov.za
- CSD Report reflecting Tax Compliant Status must, must accompany the bid document
- Certified copy of the latest Municipal Account on the address of the business must be submitted with the bid document;
- NB. Bidders may not be in arrears for more than three months with Municipal rates and service charges;
- Certified copies of Identity Documents (ID's) of all shareholders/owner(s)/partners of bidding companies must be submitted with the bid document;
- Certified copies of Company Registration documents (CK 1) must be submitted with the bid document
- Service providers/contractors must submit a certified copy of their BBBEE certificates from an accredited BEE Verification agency with their tender submission or a Sworn Affidavit. Failure to submit a BBBEE certificate or Original Sworn Affidavit will lead to forfeiture (loss) of the preference points. Bidder/s will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the BBBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0.
- Failure to comply with these conditions will result in immediate disqualification of your bid.



MR. J. G. CLOETE
MUNICIPAL MANAGER
RICHTERSVELD MUNICIPALITY
MAIN ROAD
PORT NOLLOTH, 8280
Tel.: 027 851 1111

RICHTERSVELD MUNICIPALITY

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T1.2 : TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.co.za) and included as Appendix A in this document.

The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording
F.1.1	The employer is RICHTERSVELD MUNICIPALITY
F.1.2	The tender documents issued by the employer comprise: PART T1 : TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data (Part 1 and 2) C1.3: Performance Guarantee C1.4: Occupational Health and Safety Agreement PART C2 : PRICING DATA C2.1: Pricing Instructions C2.2: Bills of Quantities C2.3: Daywork Schedule PART C3 : SCOPE OF WORK C3 Scope of Work C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management

Clause	Wording										
	C3.6 Annexes PART C4 : SITE INFORMATION										
F.1.4	The Employer's agent is: Name: Ribicon Consulting Group Pty Ltd Address: 7 Koperberg Street, Springbok, 8240 Tel: +27 (0)27-718 2233 Fax: +27 (0)27-718 2234 E-mail: info@ribicon.com										
F.2.1.1.1	In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below. The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria. <table border="1"> <thead> <tr> <th>Description of quality criteria</th><th>Maximum possible score</th></tr> </thead> <tbody> <tr> <td>Service Provider/Company's work experience familiarity in Namakwa Municipal Area.</td><td>40</td></tr> <tr> <td>Demonstrated experience of key personnel</td><td>30</td></tr> <tr> <td>Construction Equipment Schedule of Service Provider / Company available for the execution of the contract.</td><td>30</td></tr> <tr> <td>Maximum possible score for quality</td><td>100</td></tr> </tbody> </table> The minimum score for quality is 75 out of a maximum possible score of 100. Tenderers that fail to achieve the minimum score for quality will NOT be eligible for evaluation and their tender offer will be rejected. Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part T2.2: Returnable Schedules). A more detailed explanation of the quality criteria is given below: Service Provider/Company's work experience familiarity in Namakwa Municipal Area. Tenderers must complete Schedule 6, T2.2 Returnable Schedules, which is a list of the tenderer's past work experience in terms of similar successfully completed projects. The value and scale of the projects indicated for these purposes must be supplied together with the other relevant information requested based upon which up to 40 points for quality will be awarded to the tenderer under consideration (see Annexure D for criteria of points allocation) in this regard. Note: Where the entity tendering is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture. Demonstrated experience of key personnel The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialization. Tenderers must complete Schedule 7, T2.2 Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key personnel indicated based upon which up to 30 points for quality will be awarded to the tenderer under consideration (see	Description of quality criteria	Maximum possible score	Service Provider/Company's work experience familiarity in Namakwa Municipal Area.	40	Demonstrated experience of key personnel	30	Construction Equipment Schedule of Service Provider / Company available for the execution of the contract.	30	Maximum possible score for quality	100
Description of quality criteria	Maximum possible score										
Service Provider/Company's work experience familiarity in Namakwa Municipal Area.	40										
Demonstrated experience of key personnel	30										
Construction Equipment Schedule of Service Provider / Company available for the execution of the contract.	30										
Maximum possible score for quality	100										

Clause	Wording
	Annexure D for criteria of points allocation) in this regard. Construction Equipment Schedule of Service Provider / Company available for the execution of the contract. The Tenderers must demonstrate that construction equipment will be available for the execution of the contract by completing Schedule 5, T2.2 Returnable Schedules, upon which up to 30 points for quality will be awarded to the tenderer under consideration. In the case of hiring equipment, proof must be provided that the hiring company will make plant and equipment available to the tenderer should the contract be awarded to the tenderer.
Add 3.1/ 3.2 to Cl. F2.1	Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff, satisfying the requirements of the scope of works for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders. Tender Qualification: Labour Intensive Contracts To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: - Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organised under EPWP (or other similar project), and applying trained supervisory staff on a full-time basis for the execution of the works – LIC NQF Level 5. - Liquid assets/ or credit facilities covering the expected expenditures for two full work months - Proposal for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment - The Contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract. The tenderer must submit to the Employer, 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 requirement. The contractor shall ensure that the minimum supervisor-to-worker ratio of 1:10 for effective supervision of Labour-intensive works for all LI activities, shall be adhered to. Note: One person only to qualify for each listed position. The key personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified in Schedule 7, T2.2 Returnable Schedules, not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position. The scoring sheets that will be used to evaluate the quality submissions are included as an Annexure D: Quality Evaluation Form. Tenderers are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules, T2.2 Returnable Schedules, of their tender offers. These sheets only serve as an indication to the tenderers on the methods and points criteria that will apply to the evaluation of quality of their tender offers. The sheets will be completed by the Engineer or the Engineer's representative based on the information supplied in the relevant schedules, T2.2 Returnable Schedules, prior to tender evaluation. Tenderers that fail to supply the information requested in any of these schedules and in the specific format with their tender offers will score <u>NO</u> eligibility points in the particular regard.
Add 5.1/ 5.2 to T2.1 Tender Data	Schedule of Labour Content The minimum Labour Content for this Project shall be 11%, calculated as the amount spent on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be as follow:

Clause	Wording																								
	<table><tr><th>Criteria</th><th>Total</th><th>Women</th><th>Youth</th><th>Disabled</th></tr><tr><td>Work Opportunities</td><td></td><td></td><td></td><td></td></tr><tr><td>Person Days</td><td></td><td></td><td></td><td></td></tr><tr><td>Training Days</td><td></td><td></td><td></td><td></td></tr></table>	Criteria	Total	Women	Youth	Disabled	Work Opportunities					Person Days					Training Days								
Criteria	Total	Women	Youth	Disabled																					
Work Opportunities																									
Person Days																									
Training Days																									
F.2.1.1.2	Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4EP class of construction work, are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 4CE class of construction work; - 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 CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations. Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.																								
F.2.7	No clarification meeting will be held.																								
F.2.12	No alternative offers will be considered.																								
F.2.13.5 F.2.15.1	Tender documents submitted via email, but must be appropriately marked with the contract number and name of the project in the subject line to serah@richtersveld.gov.za. All documents must be encrypted with passwords and should the submission exceed 25MB, documents may be shared via Google Drive, WeTransfer or any other similar platforms. The link of these platforms will be the body of the email submitting bidder's documents and passwords included thereon.																								
	Identification details: PROJECT REF. NO. NC061/T01/2023/2024: PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3																								
F.2.13 / F.3.5	A two-envelope procedure will not be followed.																								
F.2.15	The closing time for submission of tender offers is: 12H00 hours on 06 October 2023.																								
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																								
F.2.16	The tender offer validity period is 60 days.																								
1.2.5	Registration on Accredited Supplier Database It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. In order to comply with Section 76(4) (C) of Public Finance Management Act and to ensure competitive process, RICHTERSVELD Municipality invites all suitable and interested prospective suppliers and service providers to apply for registration on the Central Supplier Database (CSD). The Municipality will not award tenders to prospective suppliers who are not registered on the Central Supplier Database (CSD)																								

Clause	Wording
F.2.23 1.2.7.1 a) b) c)	The tenderer is required to submit the following certificates with his tender: Tax Clearance Certificate A valid Tax Clearance Certificate or Unique pin provided by SARS must accompany the bid documents. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order. In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate or Unique Pin provided by SARS with the bid documents If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified. The tenderer shall submit with this bid proof of registration with the Unemployment Insurance Fund (UIF) A Workman's Compensation Registration Certification should accompany the bid or proof of payment of contributions made in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)
F.3.2	Issue addenda <i>Add the following to F.3.2:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
F.3.11	The procedure for the evaluation for responsive tenders is Method 4. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. - The value of this bid is estimated to be less than R 50 000 000 (all applicable taxes included) and therefore 80/20 system shall be applicable. - Preference points for this bid shall be awarded to: - Price; and - B-BBEE Status Level of Contribution
	Points awarded for Price The 80/20 Preference Point System A maximum of 80 points is allocated for price on the following basis: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where: P_s = Points scored for comparative price of bid under consideration P_t = Comparative price of bid under consideration $P_{\min}$ = Comparative price of lowest acceptable bid

Clause	Wording	
	Points awarded for B-BBEE Status Level of Contribution	
	In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:	
	B-BBEE Status Level of Contributor	Number of points (80/20 system)
	1	20
	2	18
	3	14
	4	12
	5	8
	6	6
	7	4
	8	2
	Non-compliant contributor	0
F.3.13.1	Tender offers will only be accepted if: a) the offer section of the “Form of Offer and Acceptance” (Part C1.1) is fully completed and signed; b) the tenderer submitted with the tender offer an original valid Tax Clearance Certificate issued by the South African Revenue Services; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; e) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and f) the tenderer has not: i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and g) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially comprise the tender process.	
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1).	

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PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is particularly important that tenderers return **all information requested**.

T2.1.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule : 1	Compulsory Enterprise Questionnaire*
Schedule : 2	Authority of Signatory*
Schedule : 3	Certificate of Authority for Joint Ventures
Schedule : 4.	Personnel Schedule
Schedule : 5	Schedule of Plant and Equipment available for the Contract
Schedule : 6	Schedule of Work Experience
Schedule : 7	Details of Key-personnel Experience
Schedule : 8	Estimated Monthly Cash-Flow
Schedule : 9	Schedule of Proposed Subcontractors
Schedule : 10	Proposed Amendments and Qualifications
Schedule : 11	Certificate of Attendance at Clarification Meeting
Schedule : 12	Declaration of Interest (MBD 4)
Schedule : 13	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
Schedule : 14	Certificate of Independent Bid Determination (MBD 9)
Schedule : 15	Health and Safety Plan
Schedule : 16	Preliminary Programme
Schedule : 17	A : Tax Clearance Certificate B: Certificate of Contractors Registration issued by the CIDB
Schedule : 18	Tender Entity Identification

**T2.1.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
(append to relevant schedule in document or attach separately to this document)**

- Certificate of Contractors Registration issued by the CIDB – Append to Schedule 17
- Proof of Authority of Signatory – Append to Schedule 2
- Original Tax Clearance Certificate – Append to Schedule 17

**T2.1.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
(append to relevant schedule in document or attach separately to this document)
(continued/...)**

- Certificated copy of the Certificate of Incorporation of his/her company, founding statements if a closed corporation or a certified copy of the partnership agreement if a partnership.

In the case of a Joint Venture between two or more firms, a certified copy of the Joint Venture Agreement and proof of existence of each member as required above. – Append to Schedule 3

- Joint Venture Agreement, if applicable – Append to Schedule 3
- Curriculum Vitae of Key-personnel – Append to Schedule 7

**T2.1.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**

Schedule : 19	Record of Addenda to Tender Documents*
Schedule : 20	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 and Affidavit that will be incorporated into the Contract (MBD 6.1)
Schedule : 21	Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)
Schedule : 22	Declaration Concerning Fulfilment of the Construction Regulations, 2014

T2.1.4 OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1 :	The Offer portion of the Form of Offer and Acceptance*
C1.2 :	Contract Data (Part 2)*
C1.3 :	Performance Guarantee
C1.4 :	Occupational Health and Safety Agreement
C2.2 :	Bills of Quantities
C2.3 :	Daywork Schedule

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SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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SCHEDULE 2 : AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category and attach any supporting documentation to the relevant schedule.

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

A. Certificate for Company

I,, chairperson of the board of directors of hereby confirm that by resolution of the board (**copy attached**) taken on 20..., Mr/Ms acting in the capacity of was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Signature : Sole owner :
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2

B. Certificate for Partnership

We, the undersigned, being the key-partners in the business trading as hereby authorize Mr/Ms, acting in the capacity of to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the

direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

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

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

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

D. Certificate for Sole Proprietor

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

As witnesses:

1. Signature : Sole owner :
2. Date :

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of , to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-members upon who rests the

direction of the affairs of the cc as a whole.

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SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
, authorised signatory of the company, close corporation or partnership
, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

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SCHEDULE 4 : PERSONNEL SCHEDULE

Job Description	Number of Non-Local Labour to be Employed on the Contract	Number of Local Labour to be Employed on the Contract
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Liaison Officer		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
General Workers		
* Other		
* Other		

* To be filled in by Tenderer

Signed Date

Name Position

Tenderer

RICHTERSVELD MUNICIPALITY

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SCHEDULE 5 : SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT

The following are lists of major items of relevant equipment that I/we **presently** own, upon which up to 30 eligibility points will be awarded to the tenderer or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

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SCHEDULE 6 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of the tenderer's past work experience in terms of company's work experience familiarity in Namakwa Municipal Area. The value and scale of the projects indicated for these purposes must be supplied together with any other relevant information requested based upon which up to 40 eligibility points will be awarded to the tenderer. (Refer to F2.1.1.1 of Part T1.2 Tender Data for explanation of quality criteria).

Listed projects with invalid or incorrect contact details for the employer and/or consulting engineer and information not supplied in the format as requested below will **NOT** be evaluated and the tenderer will score **NO** eligibility points in this regard.

Employer (Name and Contact No)	Consulting Engineer (Name and Contact No)	Company's work experience familiarity in Namakwa Municipal Area (Tenderer need to identify the type of work in a short description)	Value of Work (incl. VAT) (R million)	Date completed (Month and Year)

Signed Date

Name Position

Tenderer

RICHTERSVELD MUNICIPALITY

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SCHEDULE 7 : DETAILS OF KEY-PERSONNEL'S EXPERIENCE

The tenderer shall set out in the tables hereafter details of the relevant experience in similar successfully completed projects of the persons identified for each listed position based upon which up to 30 eligibility points will be awarded to the tenderer. (Refer to F2.1.1.1 of Part T1.2 Tender Data for explanation of quality criteria).

Tenderers that fail to supply the information requested in this schedule (both pages of this schedule included) with their tender offers and in this format will **NOT** be evaluated and the tenderer will score **NO** eligibility points in this regard.

Note: One person only to qualify for each of the positions listed below. The key personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position. (Submit CV, Certificates and References)

General Site Agent/Foreman 15-20 Years' experience or more	NAME:			
	TERTIARY QUALIFICATION			
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Year completed

General Site Agent/Foreman	NAME:			
10-15 Years' experience or more	TERTIARY QUALIFICATION			
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Year completed

General Site Agent/Foreman	NAME:			
5-10 Years' experience or more	TERTIARY QUALIFICATION			
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Year completed

Signed Date

Name Position

Tenderer

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SCHEDULE 8 : ESTIMATED MONTHLY CASH-FLOW

The tenderer shall state his estimated expenditure for the duration of the construction period indicated with the values of each monthly claim in terms of Clause 5.6.2.6 of the General Conditions of Contract (2015) which he estimates will arise based on his preliminary programme and tendered rates in the table below.

The amount for contingencies must not be included. The Tenderer must make note of any cash-flow restrictions.

The total of the monthly amounts indicated below shall be equal to the tender price less contingencies.

Month	Value (Rand)
1 st	R
2 nd	R
3 rd	R
4 th	R
5 th	R
6 th	R
7 th	R
8 th	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R Incl. VAT

Signed Date

Name Position

Tenderer

RICHTERSVELD MUNICIPALITY

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SCHEDULE 9 : PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following local Subcontractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work to be Subcontracted	Estimated Percentage of Works Subcontracted
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed Date

Name Position

Tenderer

RICHTERSVELD MUNICIPALITY

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SCHEDULE 10 : PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed Date

Name Position

Tenderer

RICHTERSVELD MUNICIPALITY

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SCHEDULE 11 : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

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

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date & Time

RICHTERSVELD MUNICIPALITY

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SCHEDULE 12 : DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number.....
 - 3.7 The names of all directors / trustees / shareholders' members, their individual identity
Numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.....

¹MSCM 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.

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

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

3.9.1 If yes, furnish particulars.

.....

.....

3.10 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**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or Business whether or not they are bidding for this contract.....**YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity Name of Bidder

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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SCHEDULE 13 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature
Date

.....

.....
Position
Name of Bidder

.....

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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SCHEDULE 14 : CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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SCHEDULE 15 : HEALTH AND SAFETY PLAN

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

The tenderer shall attach to this schedule a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations.

Such Health and Safety Plan shall cover inter-alia the following details:

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

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

The tenderer shall also take into account the additional requirements stated in Part C3: Scope of Work when drawing up the Health and Safety Plan for the contract.

Note: Where the entity tendering is a joint venture, one Health and Safety Plan on behalf of the joint venture is adequate for these purposes and the score awarded for it will be based on the same criteria than that for a sole partner entity.

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

Number of sheets appended by the tenderer to this Schedule 15 (if nil, enter NIL).

Signed Date

Name Position

Tenderer

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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SCHEDULE 16: PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme for the duration of the construction period indicated to this schedule which must show that the tenderer clearly understands and fully identifies with the scope of works of this project.

A detailed programme (Gantt chart) indicating all activities, resources, timelines, monthly expenditure and critical path with reference to criteria in C3.5.1.2 and C3.5.1.3 in Part C3.5 Management is expected.

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

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

Number of sheets, appended by the tenderer to this Schedule 16 (if nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:.....

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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**SCHEDULE 17 : TAX CLEARANCE CERTIFICATE AND
B) BARGAINING COUNCIL CERTIFICATE**

A. TAX CLEARANCE CERTIFICATE

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

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

B. CERTIFICATE OF CONTRACTOR'S REGISTRATION

A Certificate of the Contractor's Registration issued by the CIDB shall be attached to this schedule.

Signed Date

Name Position

Tenderer

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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SCHEDULE 18 : TENDER ENTITY THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR ☐

(Tick applicable box)

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

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE TOTAL NUMBER OF ITEMS OFFERED



EXPANDED PUBLIC WORKS PROGRAMME

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: RICHTERSVELD MUNICIPALITY

Department: Supply Chain Management

Contact Person: Ms. Serah-Mari Van Niel

Tel: 027-851 1111

Email: serah@richtersveld.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. Ivan Cloete

Tel: 027-851 1111

Email: ivan@richtersveld.gov.za

Contact Person: Ms. Astrid Lakay

Tel: 027-718 2233

Email: astrid@ribicon.com

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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SCHEDULE 19 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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**SCHEDULE 20 : PREFERENCE POINTS CLAIM FORM IN TERMS OF
THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND AFFIDAVIT THAT
WILL BE INCORPORATED INTO THE CONTRACT (MBD 6.1)**

RICHTERSVELD MUNICIPALITY

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SCHEDULE 21: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)
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RICHTERSVELD MUNICIPALITY

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PROJECT REF. NO. NC061/T01/2023/2024

**SCHEDULE 22: DECLARATION CONCERNING FULFILMENT OF
THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(4) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....



EXPANDED PUBLIC WORKS PROGRAMME

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

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PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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PART C1 : AGREEMENT AND CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, 2015 have been compiled on the basis that the following supplementary documentation in the format of pro formas, once completed by the Party of Parties as relevant, shall form part of the Contract.

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Performance Guarantee**
- C1.4 Occupational Health and Safety Agreement**

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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

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

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

..... Rand (in words);

R (in figures)

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

For the **Tenderer**:

Signature

Name

Capacity

Name and address of organisation:

.....

Name and signature of witness:

Signature

Name

Date

2. ACCEPTANCE

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

The terms of the contract are contained in

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

Part C2 : Pricing Data

Part C3 : Scope of Work

Part C4 : Site Information

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

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

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

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

For the **Employer**:

Signature

Name

Capacity

Name and address of organisation:

.....

.....

Name and signature of witness:

Signature

Name

Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject
Details

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

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

For the Tenderer

For the Employer

.....	Signature(s)
.....	Name(s)
.....	Capacity
Name and address of organization	Name and address of organization
.....	
.....	
.....	Witness Signature
.....	Witness Name
.....	Date

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

2. the (day)

3. of (month)

4. 20..... (year)

5. at (place)

6. For the Contractor:

Signature

Name

Capacity

7. Signature and name of witness:

Signature

Name

RICHTERSVELD MUNICIPALITY

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C1.2: CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works (3rd Edition, 2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za or Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.15 1.2.1.2	The name of the Employer is RICHTERSVELD MUNICIPALITY The Employer's address for receipt of communications and notices is: Telephone: 027 851 1111 Facsimile: 027 851 1101 E-mail: ivan@richtersveld.gov.za Address (Postal): Private Bag X113 Address (Physical): 169 Main Road Port Nolloth Port Nolloth 8280 8280
1.1.1.16 1.2.1.2	The Employer's Agent is Ribicon Consulting Group Pty Ltd The Engineer's address for receipt of communications and notices is: Telephone: 027-718 2233 Facsimile: 027-718 2234 E-mail : info@ribicon.com Address (Postal): PO Box 787 Address (Physical): 7 Koperberg Street Springbok Springbok 8240 8240
1.1.1.26	The pricing strategy is: Re-measurement Contract
1.3.2	The governing law is the law of South Africa.
5.1.1.1 3.2.3	The special non-working days are all statutory public holidays and the year end break. The year-end break shall be in accordance with the dates recommended by SAFCEC. The Engineer shall obtain the specific approval of the Employer before executing any of the following functions or duties:

Clause	Description
	a) The issuing of a variation order in terms of Clause 6.3.
4.3.2	If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.
4.4	Subcontracting
4.4.1	The Contractor shall not subcontract the whole contract.
4.4.2	Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer's Agent, which consent shall not be reasonably withheld.
4.4.3	The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.
4.4.4	The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.
4.4.5	Any appointment of a subcontractor in accordance with Clause 4.4.4 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.
4.4.6	In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.4 shall be assigned to the Engineer upon such an instruction by the Employer.
5.2.1	The Commencement date shall be the date of Confirmation of Receipt referred to in the form of offer and Acceptance.
5.3.1	The documentation required before commencement with the Works execution is: 1. Performance Guarantee 2. Letter of Good Standing 3. Insurance 4. Initial Programme 5. Occupational Health and Safety Agreement 6. Occupational Health and Safety Plan
5.3.2	The time to submit documentation from commencement date is fourteen (14) days
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 5.4.1 apply and where ongoing use by the general public is required. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site
5.8.	The non-working days are Sundays The special non-working days are: 1. All Gazetted public holidays falling outside the year end break 2. The year-end break as Gazetted.
5.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.

Clause	Description																								
	However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 5.12.																								
	The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above: <table> <tr><td>January</td><td>0 days</td></tr> <tr><td>February</td><td>0 days</td></tr> <tr><td>March</td><td>1 days</td></tr> <tr><td>April</td><td>1 days</td></tr> <tr><td>May</td><td>1 days</td></tr> <tr><td>June</td><td>2 days</td></tr> <tr><td>July</td><td>2 days</td></tr> <tr><td>August</td><td>2 days</td></tr> <tr><td>September</td><td>1 days</td></tr> <tr><td>October</td><td>1 days</td></tr> <tr><td>November</td><td>0 days</td></tr> <tr><td>December</td><td>0 days</td></tr> </table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced. It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.	January	0 days	February	0 days	March	1 days	April	1 days	May	1 days	June	2 days	July	2 days	August	2 days	September	1 days	October	1 days	November	0 days	December	0 days
January	0 days																								
February	0 days																								
March	1 days																								
April	1 days																								
May	1 days																								
June	2 days																								
July	2 days																								
August	2 days																								
September	1 days																								
October	1 days																								
November	0 days																								
December	0 days																								
5.13.1	The penalty for failing to complete the Works is R2500.00 per calendar day																								
5.16.3	The latent defects period is 10 years.																								
6.2.	The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security. The said Company or Bank shall be subject to approval by the Employer. The Performance Guarantee is to contain the wording of the document included in C1.3. The Performance Guarantee shall be ten per cent (10%) of the Tender Price																								
6.2.2	If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2																								
6.2.3	The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.																								
6.8.2	<i>Add the following to Clause 6.8.2:</i> Alternative 1 The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract. Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.																								
6.8.4	<i>Add the following to Clause 6.8.4:</i>																								

Clause	Description
	Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %. Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable session forms.
6.10.3	<i>Add the following to Clause 6.10.3:</i> The Limit of retention money is 10% Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor. A guarantee in lieu of retention is permitted.
6.10.4	<i>Add the following to Clause 6.10.4:</i> Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.3	The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.
8.6.1.3	<i>Add the following to Clause 8.6.1.3:</i> The limit of indemnity for liability insurance is R5 000 000 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

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C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description									
1.1.1.9	The name of the Contractor is <i>[Enter the Legal name of the Contractor].</i>									
1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :									
6.8.3	The variation in cost of special materials is : <table><thead><tr><th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr></thead><tbody><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	Type of Material	Unit	Rate or Price						
Type of Material	Unit	Rate or Price								
.....										
.....										

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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C1.3 : PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:
.....

Physical address:
.....

“Employer” means:
.....

“Contractor” means:

“Employer’s Agent” means:
.....

“Works” means:

“Site” means:
.....

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

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

Amount in words:
.....

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

Amount in words:
.....

Type of Performance Guarantee: (*Insert Variable of Fixed*)

“Expiry Date” means: (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

R

(Amount in words)

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

R

(Amount in words)

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

2. FIXED PERFORMANCE GUARANTEE

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

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledge that:

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

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

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

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

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

- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice or termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of the Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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)

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PROJECT REF. NO. NC061/T01/2023/2024

C1.4 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE RICHTERSVELD MUNICIPALITY
(HEREINAFTER CALLED THE “EMPLOYER”) AND

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993
AS AMENDED.

I,, representing

..... , as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council’s Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed and sworn to before me at on this day of
..... 20.....

.....
Witness

.....
Mandatory

Signed and sworn to before me at on this day of
..... 20.....

Witness

for and on behalf of
RICHTERSVELD MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. 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 and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

C2.3 Daywork Schedule

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PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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C2.1 : PRICING INSTRUCTIONS

- C2.1.1** Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section “Applicable SANS 1200 standardised specifications”.
- C2.1.2** Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- C2.1.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5** The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.1.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7** It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- C2.1.8** Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

C2.1.9 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.1.11 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows :

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kiloWatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kiloPascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	percent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m ³ .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	MegaPascal	W/day	=	Work day

C2.1.12 The Tenderer must price each item in the Bills of Quantities in **BLACK INK**.

C2.1.13 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.

C2.1.14 While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

C.2.1.15 Payment for the Labour-Intensive Component of the Works:

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

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C.2.1.16 Linkage of Payment for Labour-Intensive Component of Works to Submission of Project



The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The Contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/ hard copy formats:

- Certified ID copies of all locally employed labour;
- Signed Contracts between the employer and the EPWP participant;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP employees;
- Monthly reporting template as per EPWP requirements.

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C2.2: BILLS OF QUANTITIES

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C2.3 : DAYWORK SCHEDULE

C2.3.1 GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

C2.3.2 LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Daywork and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semi skilled labour	hour	
Skilled labourer	hour	
Pipe layer	hour	
Ganger	hour	
Foreman/Section leader	hour	
Brick layer	hour	
Plumber	hour	
Surveyor	hour	

C2.3.3 EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs,

profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

DESCRIPTION	UNIT	RATE
1. Excavators		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
2. Bulldozers		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
3. Graders		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
4. Scrapers		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
5. Front-end loaders		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
6. Rollers		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
7. Pneumatic tyre rollers		
.....	hour	
.....	hour	

DESCRIPTION	UNIT	RATE
.....	hour	
.....	hour	
8. Small rollers		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
9. Trucks (m ³ specified)		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
10. Water truck (litres specified)		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
.....	hour	
11. Tractor and trailer		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
.....	hour	
12. "Shaunee" tractor		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
.....	hour	
13. Crane truck (tons specified)		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
.....	hour	
14. Compressor		
.....	hour	
.....	hour	
.....	hour	
.....	hour	
.....	hour	
15. Concrete mixer (litres specified)		
.....	hour	

DESCRIPTION	UNIT	RATE
.....	hour hour hour hour	
16. "Dumper" (m ³ specified)	hour hour hour hour hour	
17. Water pumps 75 mm 100 mm 150 mm	hour hour hour	
18. Compactors (Plate)	hour hour hour hour hour	
19. Other equipment	hour hour hour hour hour	

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PART C3 : SCOPE OF WORK

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**
- C3.6 Occupational Health and Safety Specification**
- C3.7 Environmental Management**
- C3.8 Annexes**

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C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer's objectives are to refurbish the existing evaporation ponds, construct a gravitational pipeline between the evaporation ponds and secure the area for the Waste Water Treatment Works to function effectively.

The project furthermore provides social and economic benefits to the local community, by means of labour-intensive methods as far as possible.

C3.1.2 OVERVIEW OF THE WORKS

The contract comprises of the PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3.

C3.1.3 EXTENT OF THE WORKS

Work included in this contract includes the following:

- Lining of the three (3) evaporation ponds
- Drilling of two (2) monitoring boreholes
- Installation of gravitational pipeline
- Supply and installation of two (2) Wendy Houses
- Security and Safety lighting
- Fencing

C3.1.4 LOCATION OF WORKS

The site is located in Port Nolloth, east to the neighbourhood Sizamile and north of the R362.

Access to the site is via the R382 that links the following town to the Richtersveld Municipal Area:

- Port Nolloth

Refer to Annex A for a Locality Plans

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C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:	
Concept, feasibility, and overall process	Employer
Basic Engineering and detail layout to tender stage	Employer (Engineer)
Final design to be approved for construction phase	Employer (Engineer)
Temporary Works	Contractor (Engineer)
Preparation of “as built” drawings	Contractor

C3.2.2 DRAWINGS

Drawing No.	Title
RIB-4759-700-1101 Rev.00 (Pg.1)	GENERAL SITE LAYOUT
RIB-4759-700-1101 Rev.00 (Pg.2)	LINING AND CONCRETE CAPPING DETAILS
RIB-4759-700-1101 Rev.00 (Pg.1)	PROJECT NAME BOARD
RIB-4759-700-1101 Rev.00 (Pg.2)	MIG BOARD

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C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

The Preferential Procurement Regulations 2011 and new reforms 2016 pertaining to the Preferential Procurement Policy Framework Act No. 5 of 2000 will be applied during the adjudication of tenders. The method of calculation of points is set out in part T2.2-34 Schedule 21.

C3.3.2 EMPLOYMENT OF LABOUR FORCE

The maximum possible number of workers is to be employed from the local areas. To this end the Contractor is required to give preference to the use of local area labour and limit the use of non-local labour to key personnel as far as practically possible.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

Local area labour (Richtersveld) is defined as people who reside in Port Nolloth and surrounding settlements, within the jurisdiction of the Richtersveld Local Municipality. Local area unskilled labour must be employed.

The minimum wages shall be the prescribed EPWP rate, as set by the applicable law of the specific jurisdiction area.

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers should have a fixed job description and they must acknowledge their production requirements and responsibilities.

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C3.4 : CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS Standards

- a) For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SANS 1200 A	:	General
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 DB	:	Earthworks (Pipe Trenches)
SANS 1200 GA	:	Concrete (Small Works)
SANS 1200 LB	:	Bedding (Pipes)
SANS 1200 LC	:	Cable Ducts
SANS 1200 LD	:	Sewers
SANS 1200 LE	:	Stormwater Drainage

- b) The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.

C3.4.4 VARIATIONS AND ADDITIONS TO SPECIFICATIONS

SCOPE

This project specification covers variations and additions to standardised or particular specifications that are applicable to the contract.

The numbering method of this project specification deviates as follows from the method suggested in the Code of Practice SANS 0120.

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

PROJECT SPECIFICATION

SANS 1200 A : GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

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

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting Out Of The Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from survey pegs along the street reserve boundaries and from bench marks as indicated on the drawings. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and bench marks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following to A 5.4:

The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption and finalise it at least seven (7) days before excavation starts at that particular section.

PS A 5.5 DEALING WITH WATER ON WORKS

Add the following to A 5.5:

Special treatment of water on site shall where necessary, be specified separately.

A 7 **TESTING**

PS A 7.4 **STATISTICAL ANALYSIS OF CONTROL TESTS**

Substitute A 7.4 with the following:

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

A 8 **MEASUREMENT AND PAYMENT**

A 8.2 **PAYMENT**

PS A 8.2.5 **Adjusted Payment For Time-related Items**

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended by means of a variation order:

$$\begin{array}{rcl} \text{Sum of Tendered amounts for time-} & \times & \text{Extended contract period as authorised by} \\ \text{related items} & & \text{variation order} \\ & & \text{Tendered contract period} \end{array}$$

The above-mentioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

PS A 8.4.6 **Standing Time Costs**

- a) plant Unit : Sum per working day
- b) labour Unit : Sum per working day
- c) other resources (to be specified by Contractor) Unit : Sum per working day

The tendered sum for each item shall include full compensation for all standing time costs of the specified resource of whatever nature and approved by the Engineer, which are not recoverable by way of the provision made in PS A 8.2.5 for the adjusted payment of time-related items.

For the purposes of calculating the total standing time cost, a working week shall be held to consist of five working days and a working day of 9 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro rata in proportion to an appropriate factor assessed by the Engineer.

The amount by which the standing time costs is adjusted shall be subject to the contract price adjustment formula (if applicable) as defined in the conditions of contract.

The Contractor shall take note that this payment item shall only apply to delays, which **in the opinion of the Engineer**, are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor's control. This item shall also apply to standing time incurred as a result of labour boycotts, except that only sub-items (a) and (c), as applicable, will be paid where the Contractor did not pay his labour for the time boycotted. Costs for delays incurred for all other circumstances shall be treated as provided for in the conditions of contract.

The provision of this clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract in terms of the provisions of Clause 10.2 of the General Conditions of Contract (2015).

The Contractor shall take note that no payment will be considered for additional cost or time lost for any daily removal of plant and equipment from the site, any additional costs incurred in protecting his plant and site establishment, or loss incurred in respect of damage to construction plant, equipment and materials supplied and the works.

In the event that Clause 5.13.1 of the General Conditions of Contract (2015) becomes applicable, the time on which such penalties are calculated shall be reduced by the total standing time approved by the Engineer.

PS A 8.7 DAYWORK

Replace A 8.7 with the following:

Daywork will be paid according to the percentage allowance method. For calculating the total remuneration the General Conditions of Contract for the construction works, third edition (2015) shall apply, with the amendments as in the appropriate special conditions of contract which is bound into this document. A daywork schedule will be provided for filling in the necessary information.

A 8.8 TEMPORARY WORKS

PS A 8.8.2 Accommodation Of Traffic Unit : Sum

Add the following to A 8.8.2:

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

PS A 8.8.4 Existing Services

Add the following to A 8.8.4:

Where the Contractor is responsible for the cost of repairs carried out by the Employer or others, the costs will be recovered by means of a deduction from the Contractor's monthly payment certificate. The Employer will attend to the payment of monies due to others.

PS A 8.8.5 Cost Of Survey In Terms Of The Land Survey Act Unit : Sum

Substitute A 8.8.5 with the following:

The sum shall cover the cost of all labour, plant and material required for the searching and compilation of a list, all in accordance with the requirements as set out in clause A 5.1.2.

PS A 8.9.1 Health and Safety Measures Unit: Sum

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principle Contractor and Contractor) of the Construction Regulations (2014) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.2 Health and Safety Plan Unit: Sum

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety plan as required in the Construction Regulations (2003). The rate shall include for all risk assessments required as well as for the development and

implementation of safe work procedures and method statements. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.3 **Health and Safety File** **Unit: Sum**

The rate shall cover all costs pertaining to the provision and/or collection of data (drawings, design, materials, operation and maintenance manuals etc.) to be contained in the file, co-operation with other parties, compilation and maintenance of the file during the duration of the contract and the handing over of the file to the Client on completion of the contract. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.10 **Environmental Management** **Unit: Sum**

Referring to Annexure C.3.6.2 of the tender document.

PROJECT SPECIFICATION

SANS 1200 C : SITE CLEARANCE

C 3 MATERIAL

PS C 3.1 DISPOSAL OF MATERIAL

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing and demolition structures shall be disposed of at the dump site.

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing are limited to the street reserves or such wider area as is necessitated by the street prism, borrow pits, the area of the retention dam, a 10 m wide strip for concrete and/or earth channels, a 3 m wide strip for pipelines not in street reserves and if requested by the Engineer the spoil areas. The Contractor may proceed with clearing and grubbing after the handing over of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

C 5.2 CUTTING OF TREES

C 5.2.3 Preservation Of Trees

PS C 5.2.3.2 Individual trees

Add the following to C 5.2.3.2:

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

A penalty of R350-00 per tree for trees damaged and/or removed will be charged.

PS C 5.9 EXISTING FENCING

The existing fences inside the site must be removed. The fence around the site must not be removed and must be repaired immediately after damage to it has occurred.

C 8 MEASUREMENT AND PAYMENT

C 8.2 SCHEDULED ITEMS

**PS C 8.2.3 Remove And Grub All Trees And Tree Stumps Regardless
The Girth Unit : ha**

Add the following to C 8.2.3:

The number of trees and/or stumps in the areas indicated on the drawings, is such that individual measurement is impractical. Individual trees that fall outside the indicated area, will be measured and paid for under C 8.2.2.

**PS C 8.2.7 Dismantle And Remove Pipelines, Electricity Transmission
Lines, Cables etc. Unit : m**

Add the following to C 8.2.7:

Existing pipelines, cables, etc shall only be dismantled subject to written instruction by the Engineer. Excavation and backfilling shall be measured in the appropriate items of SANS 1200 DB : Earthworks (pipe trenches).

PS C 8.2.11 Removal Of Existing Walls, Kerbs, Etc Unit : m

Separate items will be listed for each type. The rate shall cover the cost of excavation, removal, backfill and shaping of the site, loading, transport, spoil levelling and shaping thereof on the spoil site.

PS C 8.2.12 Remove And Re-erect Existing Fences Unit : m

The rate shall cover the cost of removal and stacking of existing fencing material, including all gates, as well as of the re-erection thereof with the existing material. No additional payment will be made for the replacement of fencing material that has been damaged by the Contractor.

Material that is unsuitable for re-erection must be viewed by the Engineer before it is removed after which the Engineer must give written approval for the replacement thereof and for payment therefore.

PROJECT SPECIFICATION

SANS 1200 D : EARTHWORKS

D 2 INTERPRETATIONS

PS D 2.3 DEFINITIONS

Add the following to D 2.3:

Sand (cohesionless and non-cohesive)

For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

D 3 MATERIALS

D 3.3 SELECTION

PS D 3.3.1 General

Substitute the second paragraph of D 3.3.1 with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that do not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations for streets, channels or pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

D 5 CONSTRUCTION

D 5.1 PRECAUTIONS

PS D 5.1.2 Existing Services

PS D 5.1.2.2 Detection, location and exposure

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "as built" drawings.

PS D 5.1.2.3 Protection of cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PS D 5.1.4 Nuisance

PS D 5.1.4.1 Dust nuisance

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

PS D 5.1.6 Road Traffic Control

Add the following to D 5.1.6:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.

D 5.2 METHODS AND PROCEDURES

D 5.2.1 Site Preparation

PS D 5.2.1.2 Conservation of topsoil

Add the following to D 5.2.1.2:

Removal of topsoil shall only occur in areas as approved, in writing, by the Engineer. The topsoil shall be conserved for use elsewhere.

D 5.2.2 Excavation

PS D 5.2.2.1 Excavations for general earthworks and for structures

Add the following to D 5.2.2.1:

Strip foundations and encasement of pipes shall be cast directly against excavated surfaces.

Materials under foundations and floors of structures which are regarded by the Engineer as unsuitable for the bearing of such structures shall be removed to the depths and widths ordered. The excavated voids shall then be filled with sand compacted to 100 % of MAASHTO density, to the underside of such foundation or floors, unless a soil cement mixture in terms of PS D 5.2.3.2 is ordered by the Engineer.

PS D 5.2.2.3 Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

All surplus and unsuitable material shall be disposed of at the dump site.

PS D 5.2.2.4 Excavation by hand around existing services

Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PS D 5.2.3.2 Backfilling of trenches and backfilling against structures

Add the following to D 5.2.3.2:

Backfilling around structures shall be compacted to 95 % (100 % for sand) of MAASHTO density.

When specified or ordered by the Engineer the backfilling against structures shall be done using a mixture of soil cement. The mixture shall contain 5 % cement and just sufficient water for it to be placed and compacted like ordinary backfilling material.

D 8 MEASUREMENT AND PAYMENT

D 8.3 SCHEDULED ITEMS

D 8.3.8 Existing Services

PS D 8.3.8.1 Location

D 8.3.8.2 Dealing with services that are at risk because of the construction of earthworks

**PS 8.3.8.1 b) The use or hire of specialist equipment for detection Unit : Hour
..... (normal working) or Sum**

Add the following to D 8.3.8.1(b):

The rate shall cover the cost of lease of equipment, supply and deliver of all material and labour necessary for the detection of the existing services as well as for operating the equipment.

PS D 8.3.8.1 c) Excavate by hand in soft material to expose service Unit : m³ or day work

Add the following to D 8.3.8.1(c):

Measurement will be done in depth increments of 1 m. PS D 8.3.8.1.....

c) Excavate by hand in soft material to expose service Unit : m³ or day work

Where hand excavation around existing services do occur it shall be measured within 3 m above and on both sides of cables, and within 500 mm above and on both sides of pipes, as well as all excavations underneath the services.

Measurement shall occur in depth increments of 1 m.

PS D 8.3.14 Stone For Protection Of Stormwater Channel Unit : m²

The rate shall cover the cost of locating a suitable source, loading, transport, unloading, surface preparation and placing of stones (according to table 4 of SANS 1200 DK) at positions as required by the Engineer or as indicated on the drawings. There will be distinguished between commercial sources or on site sources.

PS D 8.3.18 Shaping Of Channel Slopes Unit : m²

The area measured for payment is the unpaved area from the concrete up to finished ground level.

The rate shall cover the cost of the shaping of the channel slopes according to the specified slopes, heights and widths (as shown on the drawings), for the re-compaction of any disturbed material to the same density as that of the adjacent in situ material and for any extra work involved in the proper completion of the slopes.

PROJECT SPECIFICATION

SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)

DB 1 SCOPE

Add the following to DB 1.1:

This specification additionally covers the excavation for cable trenches.

PS DB 2.2 APPLICATION

Substitute "pipe trenches" with "pipe and cable trenches" in DB 2.2.

DB 3 MATERIALS

PS DB 3.5 BACKFILL MATERIALS

- a) Substitute "from trenches" in DB 3.5(a) with "from trenches, channel or street excavations".

Add the following to DB 3.5(b):

- c) All pipe trenches in street reserves shall be classified as areas subject to loads from road traffic.
- d) All pipe trenches underlying or adjacent to the carriageway shall be backfilled with sand complying with the requirements for A3 materials, as specified in PS D 3.4.

DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS

PS DB 3.6.1 Subbase And Base

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be set aside and used in the reconstruction of the subbase layer. Where, applicable new material complying with the requirements of SANS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SANS 1200 ME.

PS DB 3.6.5 Concrete Pavement

The concrete pavement shall be of the same thickness as that of the existing pavement or be at least 100 mm thick grade 20 MPa/19 mm concrete, cast in panels with maximum dimensions of 2 m x 2 m.

PS DB 3.6.6 Brick Pavement

The existing brick paving shall be re-used and damaged bricks shall be replaced with bricks of the same grade, texture and colour.

DB 4 PLANT

PS DB 4.1 EXCAVATION EQUIPMENT

Add the following to DB 4.1:

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

PS DB 4.4 DEWATERING EQUIPMENT

One set of dewatering equipment shall consist of pumps, pipes, well points and other equipment necessary for keeping the trenches sufficiently free from water for dewatering of excavations up to 4 m depth and a trench length of 45 m for both sides or 70 m on one side.

DB 5 CONSTRUCTION

PS DB 5.2 MINIMUM BASE WIDTHS SPECIFIED

Substitute DB 5.2(a) with the following:

The base widths for combined pipe trenches are as shown on the drawings and the excavation depth is determined by the deepest pipe in the trench. The depth increment of a combined trench will be determined by the sewer/sewage or alternatively by the water pipe. The electrical ducts will determine the depth increment where they are laid together with house water connections. The total excavation, backfilling, bedding, etc form a specific trench and is measured in the bill of quantities under the service that determines the depth.

Substitute paragraph (b) of DB 5.2 with the following:

The minimum base width for all pipes with a diameter less than 125 mm shall be 600 mm plus the outside diameter of the pipes, irrespective of the depth at which they are laid, except for subsurface drains where the width shall be 400 mm and for house water connections where the width shall be 300 mm.

The base width of box culverts shall be the net width of the in situ cast bottom slab or the net width of the precast bottom slab plus 100 mm.

A bedding is required for all pipes with a diameter less than 125 mm, except for subsurface drains.

The minimum base width for Telkom ducts shall be 500 mm.

The minimum base width for electric cable trenches shall be 500 mm. Where more than one cable is installed in the same trench, the base width shall become 300 mm plus the distances specified between the centre lines of the cables (50 mm minimum).

PS DB 5.4 EXCAVATION

Add the following to DB 5.4:

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates. Electric cable trenches shall be dug in lengths as requested by the electrical contractor.

The provisions of PS D 5.2.2.4 shall apply mutatis mutandis for hand excavation.

DB 5.6 BACKFILLING

PS DB 5.6.2 **Material For Backfilling**

Substitute "from trench excavations" in the first paragraph of DB 5.6.2 with "from trench, channel or street excavations".

PS DB 5.6.3 **Disposal Of Soft Excavation Material**

Add the following to DB 5.6.3:

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

DB 5.7 **COMPACTION**

PS DB 5.7.2 **Areas Subject To Traffic Loads**

Add the following to DB 5.7.2:

All pipe trenches that fall in the street reserves, will be regarded as areas subject to traffic loads.

Sand backfilling shall be compacted to 100 % of MAASHTO density.

DB 5.9 **REINSTATEMENT OF SURFACE**

PS DB 5.9.2 **Private Property And Commonage**

Add the following to DB 5.9.2:

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

PS DB 5.9.4 **Bitumen Roads : Subbase And Base**

Add the following to DB 5.9.4:

Any additional imported material required for the reinstatement of selected layers, subbase or base shall comply with the requirements of the relevant standardised and/or project specifications.

PS DB 5.9.5.1 **Bitumen roads : Surfacing**

Add the following to DB 5.9.5.1:

The thickness of the asphalt shall be 30 mm for all streets except if specified otherwise.

DB 8 **MEASUREMENT AND PAYMENT**

PS DB 8.1 **BASIC PRINCIPLES**

Add the following to DB 8.1.2(b):

The depth of electric cable trenches is as indicated on the relevant drawings.

DB 8.2 **COMPUTATION OF QUANTITIES**

PS DB 8.2.4 **Shoring**

Add the following to DB 8.2.4:

Shoring will only be measured and paid for if written approval is given by the Engineer before it is installed.

DB 8.3 **SCHEDULED ITEMS**

PS DB 8.3.2 **Excavation**

PS DB 8.3.2 **a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material Unit : m**

Add the following to D 8.3.2(a):

The depth of excavation in street reserves shall be measured from the final finished level.

In cases where services lay parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

The rate for excavation for subsurface drains shall cover the cost of excavation and spoil of surplus material within 1,0 km.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal and that fast excavation and backfill will reduce ground water seepage.

PS DB 8.3.2 **c) Excavate unsuitable material from trench bottom Unit : m³**

Delete "and the disposal" in the heading of DB 8.3.2(c) and in the last paragraph.

PS DB 8.3.2 **d) Hand excavation and backfill Unit : m³**

The provisions of PS DB 8.3.2(a), DB 8.3.2(b) and PS DB 8.3.2(c) shall apply mutatis mutandis for hand excavation.

Payment shall only be made if so ordered by the Engineer.

PS DB 8.3.2 **e) Extra-over PS DB 8.3.2(a) for temporary stockpiling of material Unit : m³**

Temporary stockpiling of material will only be measured and paid for if ordered so in writing by the Engineer and if it is not contaminated with unsuitable material.

The rate shall provide for the handling and stockpiling of the material within the free haul distance.

DB 8.3.3 **Excavation Ancillaries**

PS DB 8.3.3.1 **Make up deficiency in backfill material (provisional) Unit : m³**

Add the following to DB 8.3.3.1:

d) Stockpile Unit : m³

Add the following to the last paragraph of DB 8.3.3.1:

No payment will be made for the transport of material from commercial sources or sources outside the site that the Contractor has selected.

PS DB 8.3.3.3 Compaction in road reserves Unit : m³

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket.

DB 8.3.5 Existing Services That Intersect Or Adjoin A Pipe Trench

PS DB 8.3.5 a) Services that intersect a trench Unit : No

Add the following to DB 8.3.5(a):

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the following costs:

- i) Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.
- iii) If such a service is removed, it has to be replaced as per original.

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

Add the following to DB 8.3.5 (b):

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

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

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

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

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

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

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

PS DB 8.3.5.5 Removal and relaying of existing brick paving Unit : m²

The rate shall include the cost of the removal of the existing brick paving, stacking on site and the relaying thereof, after completion of the services, on a 25 mm layer of sand from commercial sources placed on a 300 µm (0,3 mm) polyethylene sheet. No payment will be made for the buying of additional brick paving due to damage, and it will be deemed as covered in the relevant items. Payment for excavation and backfilling up to the level of the polyethylene sheet will be made in the relevant items in the schedule of quantities.

PS DB 8.3.5.6 Removal and replacement of concrete paving Unit : m²

The rate shall include the cost of cutting the concrete, breaking, loading, transport and spoiling thereof on the municipal dumping site, preparation of the backfill directly beneath the concrete, placement of a 100 mm thick class 20/19 concrete in panels of maximum 2 m x 2 m including the necessary shuttering, expansion joints and wood-floated finish to match the level of the existing surfaces.

A maximum of 10 % of the tendered amount will be payable after completion of the breaking up and removal of the concrete.

DB 8.3.6 Finishing

PS DB 8.3.6.1 Re-instatement of road layers

Add the following to DB 8.3.6.1:

The rate shall include for the selective excavation of existing subbase and base material where this material is going to be re-used.

(See blue pages DB 3.2.2.)

PS DB 8.3.6.2 Extra-over DB 8.3.6.1 for imported material Unit : m³

The quantity will be calculated according to the actual volume of material placed in the final position according to the specified dimensions.

The rate is an “extra-over” Item DB 8.3.6.1 and includes all costs of supplying and placing of imported material in the final position with material from commercial sources.

PROJECT SPECIFICATION

SANS 1200 GA : CONCRETE (SMALL WORKS)

GA 5 CONSTRUCTION

GA 5.2 FORMWORK

PS GA 5.2.1 Classification Of Finishes

Add the following to GA 5.2.1:

The following surface conditions are required on the finished concrete:

a) **Rough**

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

b) **Smooth**

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

GA 8 MEASUREMENT AND PAYMENT

GA 8.1 MEASUREMENT AND RATES

PS GA 8.1.2 Reinforcement

Substitute GA 8.1.2 with the following:

Reinforcement shall be measured and payed for by mass. Valuation of variations shall not be applicable.

No allowance shall be made for individual reinforcement bar sizes.

GA 8.2 SCHEDULED FORMWORK ITEMS

PS GA 8.2.3 Narrow Widths Unit : m

Substitute GA 8.2.3 with the following:

No payment shall be made for narrow widths.

GA 8.3 SCHEDULED REINFORCEMENT ITEMS

PS GA 8.3.2 High-tensile Welded Mesh Unit : kg

Substitute GA 8.3.2 with the following:

Welded mesh shall be measured and payed for by mass.

GA 8.4 SCHEDULED CONCRETE ITEMS

PS GA 8.4.1 Prescribed Mix Concrete Unit : m³

Add the following to GA 8.4.1:

The rate for installation of concrete slabs shall include for the compaction of the in situ material to 90 % of MAASHTO density.

PS GA 8.9 **WEEP-HOLES** **Unit : No**

The rate for installation of weep-holes as shown on the drawings shall include all material, plant and labour.

PS GA 8.10 **HANDRAILS AT PEDESTRIAN BRIDGE** **Unit : m**

The rate shall cover the cost for supplying of all material, plant and labour for the installation of the handrails as shown on the drawings.

PS GA 8.11 **PRE-CAST CONCRETE BEAMS** **Unit : No**

The rate shall cover the cost for the supply, delivery and installation of grade 25 MPa/19 mm concrete beams complete with reinforcement, formwork concrete and finishing as shown on the drawings.

PROJECT SPECIFICATION

SANS 1200 LB : BEDDING (PIPES)

LB 1 SCOPE

PS LB 1.1 SCOPE

Add the following to LB 1.1:

This specification also covers the bedding required for electric cables and cable ducts.

LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIAL

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13,2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

In very wet conditions and if so ordered by the Engineer, a non plastic crushed material with the specification as stated underneath should be used for bedding cradle.

a) Grading

Sieve size (mm)	% going through
19,0	100
13,2	84 - 100
9,5	70 - 84
4,75	45 - 65
2,36	29 - 47
1,18	19 - 33
0,600	13 - 25
0,300	10 - 18
0,150	6 - 13
0,075	4 - 10

b) Crusher value

The aggregate crushing value, calculated at minus 13,2 mm plus 0,5 mm fraction, may not exceed 29.

PS LB 3.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply mutatis mutandis.

PS LB 3.3 BEDDING

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except water connections which shall be classified as flexible pipes. Cable bedding is specified separately.

PS LB 3.5 PROTECTIVE CONCRETE SLABS FOR CABLES

Protective concrete slabs shall be precast concrete slabs with dimensions of 1 000 mm x 350 mm x 50 mm, and shall comply with the requirements of SANS 1200 G for 25 MPa strength concrete. The slabs shall be reinforced with three 8 mm diameter high-tensile reinforcing bars in both directions.

PS LB 3.6 POLYETHYLENE WARNING TAPE

The danger tape shall be manufactured from Grade XJF 46/60 polyethylene at least 0,4 mm thick and with a nominal width of 230 mm, and which is completely impregnated with a light orange pigment reasonably matching colour no B26 of SANS 1091.

A black triangle and lighting flashes for electricity, as depicted on sign WW7 of SANS 1186, as well as the words "DANGER, GEVAAR, INGOSI" shall be printed clearly and permanently onto the tape. The whole pattern shall be repeated every 1 m.

The quality of all materials employed shall be such as to ensure the permanency of the tape under all environmental and soil conditions, as well as the stability of the orange pigmentation and the lettering and warning symbols.

LB 5 CONSTRUCTION

LB 5.1 GENERAL

PS LB 5.1.4 Compacting

Substitute "90 % of MAASHTO" in LB 5.1.4 with "93 % of MAASHTO (100 % for sand)".

PS LB 5.1.5 Placing And Preparation Of Bedding/Fill Blanket For Electric Cables

Bedding for electric cables shall be placed under this contract, so that only the cables, protective concrete slabs or warning tape can be installed by the electrical contractor.

The bedding shall be the same as specified for flexible pipes.

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 Supply Of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

Except for electric cables payment for bedding material and selected fill material is only made if the selected trench-excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

PS LB 8.1.4 Separate Items For Cradle And Blanket

Substitute LB 8.1.4 with the following:

No distinction shall be made as regards material for the bedding cradle and selected fill blanket, and the material shall comply with the requirements for material for bedding cradle.

PS LB 8.1.5 Disposal Of Displaced Material

Add the following to LB 8.1.5:

Surplus displaced material shall be dumped and levelled at the spoil site.

LB 8.2 SCHEDULED ITEMS

LB 8.2.2 Supply Only Of Bedding By Importation

PS LB 8.2.2.3 From commercial sources

Add the following to LB 8.2.2.3:

- c) Bedding for wet conditions Unit : m³

The requirements of PS LB 3.1 for bedding in wet conditions must be noted. Payment will only be applicable if ordered by the Engineer.

PROJECT SPECIFICATION

SANS 1200 LC : CABLE DUCTS

LC 3 MATERIALS

PS LC 3.1 DUCTS

Add the following to LC 3.1:

Class 6 uPVC pipes (dia 110 mm or 160 mm) shall be used as ducts for electric cables and telecommunication under streets.

PS LC 3.2 BEDDING

Substitute LC 3.2 with the following:

The provisions of SANS 1200 LB : Bedding (Pipes) and the relevant project specification shall apply mutatis mutandis and payment shall be made under the appropriate payment clauses of SANS 1200 LB.

PS LC 3.3 BACKFILL

Substitute LC 3.3 with the following:

The provisions of SANS 1200 DB : Earthworks (Pipe Trenches) and the relevant project specification shall apply mutatis mutandis and payment shall be made under the appropriate payment clauses of SANS 1200 DB.

PS LC 3.4 CABLE DUCT MARKERS

Add the following to LC 3.4:

Cable duct markers shall be provided as specified in PS LC 5.10.

LC 5 CONSTRUCTION

LC 5.1 EXCAVATION OF TRENCHES

PS LC 5.1.1 Trench Widths And Depths

Add the following to LC 5.1.1:

Trench widths shall be in accordance with the provisions of SANS 1200 DB : Earthworks (Pipe Trenches).

The minimum depth of cover over ducts shall be 600 mm from the final road level.

PS LC 5.1.3 Excavation Of Trenches At Road Crossings

The minimum depth of cover over ducts shall be 300 mm where construction traffic is liable to cross them. Road crossings shall therefore be constructed after the construction of the roadworks has reached the stage where the required cover is available.

PS LC 5.2 BEDDING AND COMPACTION OF BEDDING

Substitute LC 5.2.1 and LC 5.2.2 with the following:

All ducts shall be laid on a Class C bedding according to the provisions of SANS 1200 LB : Bedding (Pipes). Backfilling shall be according to the provisions of SANS 1200 DB : Earth-works (Pipe Trenches).

PS LC 5.4 BACKFILLING AND COMPACTION

Add the following to LC 5.4:

Road crossings shall be backfilled with sand from designated borrow pits, the site or commercial sources, whichever is applicable, up to underneath the subbase, and compacted to a minimum of 100 % of MAASHTO density.

PS LC 5.8 ROAD CROSSINGS

Substitute "0,5 m" in the last sentence of LC 5.8 with "1,0 m" and add the following:

Ducts for road crossings shall be effectively sealed by means of end caps.

PS LC 5.10 POSITION TO BE MARKED

Add the following to LC 5.10:

The lettering height shall be at least 70 mm.

The positions of ducts shall be marked by means of incisions on top of the kerb. The dimensions of such incisions shall be at least 40 mm long, 3 mm wide and 5 mm deep and the spacing, where more than one incision is required, shall be 20 mm. Ducts for Telkom crossings and electrical crossings shall be marked with green and red painted incisions respectively.

The draw wire, as specified in LC 5.3.3, shall be secured to a 150 x 150 x 150 mm grade 20 MPa/19 mm concrete marker, which shall be installed with a depth of cover of 50-100 mm below the final level.

LC 7 TESTING

PS LC 7.2 COMPACTION TESTS

Substitute LC 7.2 with the following:

The Contractor shall, for at least one out of every five road crossings, submit density tests to the Engineer at his own expenses. The decision as to which road crossing densities shall be tested, rests with the Engineer. The Contractor shall, if such densities fail to meet the minimum requirements, prove at his expense that all the other densities do comply with the specified minimum requirements.

LC 8 **MEASUREMENT AND PAYMENT**

LC 8.2 **SCHEDULED ITEMS**

PS LC 8.2.5 **Supply, Lay, Bed And Prove Duct Unit : m**

Substitute "GPO" in LC 8.2.5(a) with "Telkom".

Add the following to LC 8.2.5(a):

The rates for the installation of Telkom distribution ducts parallel to streets shall first be submitted by the Employer to Telkom for approval. The installation of these ducts will only form part of this contract if approved by Telkom.

PS LC 8.2.8 **Cable Markers Unit : No**

Substitute LC 8.2.8 with the following:

The rate shall also cover the cost of the end cap and the incisions, concrete marker and draw wire, as specified in PS LC 5.10.

PROJECT SPECIFICATION

SANS 1200 LE : STORMWATER DRAINAGE

LE 3 MATERIALS

LE 5.5 CATCHPITS, MANHOLES, INLETS, AND OUTLET STRUCTURES

PS LE 5.5.3 Plaster

Add the following to LE 5.5.3:

No plaster is required for manholes or inlets, except where otherwise shown on the drawings or ordered in writing by the Engineer.

LE 8 MEASUREMENT AND PAYMENT

LE 8.2 SCHEDULED ITEMS

PS LE 8.2.17 Concrete Lined Channels Unit : m

Channels of different shapes and sizes will be scheduled separately.

The rate shall cover the cost of the supply, delivery and placing of all materials as specified on the drawings, including formwork, wood-floated finishing, steel reinforcement, weep-holes and filter materials wrapped in geotextile below and alongside the channels and compaction and preparation of the channel bed to 93 % of MAASHTO density, all as specified on the drawings.

PS LE 8.2.18 Expansion Joints Unit : m

Expansion joints for the different channels will be scheduled separately. The length shall be measured on the surface of the completed expansion joints.

The item shall be extra-over PS LE 8.2.17 and the rate shall cover all costs of the construction of the joint, complete as specified on the drawings.

PS LE 8.2.19 Rectangular Brick Channel Unit : m

The tendered rate shall cover the cost of the supply, handling and placing of all material, complete as indicated on the drawings, including the required formwork, casting of concrete invert slab, wood-floated finishing, brick walls, preparation and compaction of the channel bed to 93 % of MAASHTO density (100 % for sand).

The length shall be measured along the centre line of the channel.

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

C3.5 : MANAGEMENT

C3.5.1 Construction Programme and Methods

The Contractor shall programme the works.

The Contractor shall indicate in his construction programme the number of construction teams he envisage will be required including the date when each team will start, chainage where each team will commence from and the estimated period for which each team will be engaged.

Construction methods must be of such nature that no property or life on site or adjacent to the works is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

All open excavations on site must be clearly demarcated and safeguarded before it is left overnight, during weekends and on public holidays. All excavations shall be backfilled and finished to the complete satisfaction of the Engineer.

The Contractor shall program separately for the detection, exposing and modification of existing services at the start of the contract at least fourteen (14) days prior to the proposed crossings. The position and levels thereof must be recorded and forwarded to the Engineer so that any adjustments to the design can be made if necessary. No extension of time arising out of any delay in completing this work will be considered.

The Contractor shall submit within two (2) weeks after site-handover to the Engineer an updated construction program indicating all construction activities, phasing, handing over of sections, resources, timelines, monthly expenditure and critical path with specific reference to criteria in C3.5.1 for the duration of the construction period indicated for approval. The Contractor will not be allowed to commence with any work before this program has been agreed upon and approved by the Engineer.

The Contractor himself is responsible for liaison and the necessary arrangements with property owners, relevant local and road authorities, Eskom, Telkom and Neotel in respect of service crossings and the finalisation and approval of the works program.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

The Contractor shall record progress against the program. The Contractor shall draw the Engineer's attention immediately to any activities that fall behind program and shall inform the Engineer how he proposes to get back on program. Progress meetings shall be held monthly on site.

The Contractor himself is responsible for liaison with property owners with regards to the programming of construction activities through private properties and the crossing of access ways to properties at least fourteen (14) days before such construction activities commence. No additional payment will be made in this regard.

The Client will however grant permission that where works within roads in residential areas are being undertaken, such roads be closed off, one block at a time, for the period of construction without the Contractor having to provide access to these properties. The Contractor must however provide 24 hour armed security to guard the vehicles of owners of the properties affected by such arrangement that is parked in adjacent streets or designated parking areas. A provisional item is allowed for in the schedule of quantities for these purposes.

In above-mentioned cases where street blocks have to be closed off for periods, the Contractor shall be responsible to inform all property and business owners by written confirmation of such closures and the arrangements in terms of security at least fourteen (14) days in advance. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

However both vehicle and pedestrian access to businesses, commercial properties and municipal and state institutions i.e. SAPS buildings, provincial clinics, traffic departments and schools must be provided at all times and arrangements for temporarily alternative parking must be discussed and arranged with the relevant businesses or institutions.

Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the preliminary and general items.

C3.5.2 Quality plans and control

The Contractor shall have a well documented Quality Assurance system depicting his approach to guarantee quality control and the procedures for preventative and corrective actions in order to ensure compliance with the specified standards and requirements of this contract.

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

C3.5.3 Products and materials used

All products and materials used that forms part of the permanent works of this contract shall comply with the applicable SANS standards.

C3.5.4 Recording of weather

The Contractor shall erect a rain gauge on site or agree with the Engineer to use statistics from an approved weather station in the area.

The Contractor shall record any rainy and windy periods which may adversely affect the contractual time of completion in terms of Clause 5.12 of the General Conditions of Contract (2015).

C3.5.5 Format of communications

All communications regarding the contract shall be channeled through the Engineer and/or his duly authorized representative.

The Contractor shall supply a site instruction book (triplicate) which must be available on site at all times. The site instruction book forms part of the official contract documentation.

A "Progress Report", "Labour on Site" and "Plant on Site" must be submitted at each site meeting.

C3.5.6 Management meetings

Management (site) meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Technical meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract.

Environment management meetings will be arranged by the appointed Environmental Control Officer (ECO) for the duration of the contract.

C3.5.7 Payment certificates

The date of measurement of the monthly payment certificate will be agreed at the first site meeting. All quantities must be agreed with the Resident Engineer/Clerk of Works before a payment certificate is submitted.

C3.5.8 SITE ESTABLISHMENT

C3.5.8.1 Services and facilities provided by the Employer

(i) Source of Water Supply

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

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

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

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

(ii) Source of Power Supply

The Contractor is to make his own arrangements with the Electrical Service Provider for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

(iii) Location of Site Camp, Materials Storage and Temporary Stockpiling Area

The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.

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

C3.5.8.2 Facilities provided by the Contractor

(i) Sanitary Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen (15) personnel on site.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

(ii) Housing for Contractor's employees

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

(iii) Advertising rights

The Contractor will be permitted to erect a maximum of two (2) of his own name boards in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

C3.5.9 PERMITS AND WAY LEAVES

The Contractor shall obtain the necessary permits and wayleaves from the relevant authorities before any construction work may commence. The Employer/Engineer will provide the necessary drawings for the application of the permits and wayleaves.

The Contractor must allow in his preliminary and general rates for the costs to obtain the permits and wayleaves, as well as in his construction programme.

Reference	Clause	Insertion
1.2	Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act) The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions. Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered. Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment. It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s. Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee. The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions: • Where the employee requests additional issue in excess of what is prescribed • Where the employee has patently abused or neglected the equipment leading to early failure • Where the employee has lost the equipment All employees shall, as a minimum, be required to wear the following PPE on any government funded projects: • Protective overalls • Protective footwear • Protective headwear • Eye/face protection All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include: • Protective overalls • Reflective vests • Protective headwear The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual. MEASUREMENT AND PAYMENT Add the following: ITEM UNIT	Scope of Works: Section F: EPWP – New section: Personal Protective Equipment

	B ### Extra over sub-item for branding of EPWP PPE Lump Sum Measurement shall be as specified for pay item ###.## of the standard specifications. THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.	
1.4	EPWP signboard The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.	B13.05
2.1	B1231 COMMUNITY LIAISON OFFICER (CLO) The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel. (a) Duties of the Community Liaison Officer The Community Liaison Officer's duties will be: (i) To be available on site daily between the hours of ____ (insert time) and ____ (insert time) and at other time as the need arises. His normal working day will extend from __ morning until __ (insert time) in the afternoon. (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions. (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution. (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk". (v) To attend all meetings in which the community and/or labour are present or are required to be represented. (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements. (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated. (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable. (ix) To keep a daily written record of his interviews and community liaison. (x) To attend monthly site meetings to report on labour and RDP matters. (xi) All such other duties as agreed upon between all parties concerned. (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)). (b) Payment for the community liaison officer A special pay item is incorporated in section 1200 of the bill of quantities relating to	B1231

	payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer. (c) Period of employment of the community liaison officer The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.	
2.2	COMMUNITY PARTICIPATION. 2.1 <u>Purpose</u> In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community. 2.2 <u>Structure and Composition</u> A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified. 2.3 <u>Procedures</u> 2.3.1 The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently. 2.3.2 The PLC shall make recommendations by consensus. If consensus can not be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents. 2.4 <u>Tasks of the PLC</u> 2.4.1 To assist with community liaison and resolution of disputes. 2.4.2 To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's. 2.4.3 To advise on and monitor labour issues. 2.4.4 To assist in resolving labour disputes. 2.5 <u>Assistance to the PLC</u> 2.5.1 The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.	Before B1231
4.1	C3.1.7.1 Payment for the Labour-Intensive Component of the Works: Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. C3.1.7.2 Applicable Labour Law The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of	After General Information

the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

C3.1.7.3 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

- (a) “*department*” means any department of the State, implementing agent or contractor;
- (b) “*employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “*worker*” means any person working in an elementary occupation on a EPWP;
- (d) “*elementary occupation*” means any occupation involving unskilled or semi-skilled work;
- (e) “*management*” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “*task*” means a fixed quantity of work;
- (g) “*task-based work*” means work in which a worker is paid a fixed rate for performing a task;
- (h) “*task-rated worker*” means a worker paid on the basis of the number of tasks completed;
- (i) “*time-rated worker*” means a worker paid on the basis of the length of time worked.

C3.1.7.4 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

C3.1.7.5 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - a. more than forty hours in any week
 - b. on more than five days in any week; and
 - c. for more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.1.7.6 Meal Breaks

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a

worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.1.7.7 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.1.7.8 Daily Rest Period

- (a) Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

C3.1.7.9 Weekly Rest Period

- (a) Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

C3.1.7.10 Sick Leave

- (b) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (c) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (d) A worker may accumulate a maximum of twelve days' sick leave in a year
- (e) Accumulated sick-leave may not be transferred from one contract to another contract.
- (f) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (g) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (h) An employer must pay a worker sick pay on the worker's usual payday.
- (i) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (j) absent from work for more than two consecutive days; or
- (k) absent from work on more than two occasions in any eight-week period.
- (l) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (m) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C3.1.7.11 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child

	or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so. (e) A worker may begin maternity leave – (f) four weeks before the expected date of birth; or (g) on an earlier date – a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or b. if agreed to between employer and worker; or c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth. C3.1.7.12 Family responsibility leave Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances - (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – (d) the employee's spouse or life partner; (e) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. C3.1.7.13 Statement of Conditions An employer must give a worker a statement containing the following details at the start of employment – (a) the employer's name and address and the name of the EPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the EPWP. (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement. (g) An employer must supply each worker with a copy of these conditions of employment. C3.1.7.14 Keeping Records Every employer must keep a written record of at least the following – (a) the worker's name and position; (b) Certified ID copies of all locally employed labour (c) Signed Contracts between the employer and the EPWP Participants (d) Attendance Registers for the EPWP Participants (e) Monthly Reporting Template as per EPWP requirements (f) in the case of a task-rated worker, the number of tasks completed by the worker; (g) in the case of a time-rated worker, the time worked by the worker; (h) Proof of payments made to each worker. (i) The employer must keep this record for a period of at least three years after the completion of the EPWP. C3.1.7.15 Payment (a) An employer must pay all wages at least monthly in cash or by cheque or into a	
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	bank account. (b) A worker may not be paid less than the minimum EPWP wage rate per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation). (c) A task-rated worker will only be paid for tasks that have been completed. (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. (e) A time-rated worker will be paid at the end of each month. (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. (g) Payment in cash or by cheque must take place – a. at the workplace or at a place agreed to by the worker; b. during the worker's working hours or within fifteen minutes of the start or finish of work; c. in a sealed envelope which becomes the property of the worker. (h) An employer must give a worker the following information in writing – a. the period for which payment is made; b. the numbers of tasks completed or hours worked; c. the worker's earnings; d. any money deducted from the payment; e. the actual amount paid to the worker. (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it. (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment. C3.1.7.16 Deductions (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay. (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. (d) An employer may not require or allow a worker to – a. repay any payment except an overpayment previously made by the employer by mistake; b. state that the worker received a greater amount of money than the employer actually paid to the worker; or c. pay the employer or any other person for having been employed. C3.1.7.17 Health and Safety (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe. (b) A worker must – a. work in a way that does not endanger his/her health and safety or that of any other person; b. obey any health and safety instruction; c. obey all health and safety rules of the EPWP;	
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- d. use any personal protective equipment or clothing issued by the employer;
- e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.1.7.18 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.19 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

C3.1.7.20 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

C3.1.7.21 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

C3.1.7.22 Provision of Handtools

- (a) The Contractor shall provide his labour force with hand tools of adequate

	quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions C3.1.7.23 Reporting The Contractor shall submit monthly returns/reports as specified below: (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance. (b) Certified ID copies of all locally employed labour (c) Signed Contracts between the employer and the EPWP Participants (d) Attendance Registers for the EPWP Participants (e) Monthly Reporting Template as per EPWP requirements (f) Plant utilization returns Progress report detailing production output compared to the programme of works	
4.3	UNEMPLOYMENT INSURANCE FUND The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.	B12##
4.4	B1233 WORKMEN'S COMPENSATION ACT All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.	B12##
5.4	Labour-intensive construction methods Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment. Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods. Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods. These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications. Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are: ▪ Clearing and grubbing of the Site; ▪ Excavation for structures up to 1,5 m deep; ▪ Transportation and spoiling of all trench materials, where the disposal site is located	1.5.##

	within 20 metres of the source; ▪ Mixing and placing of concrete; ▪ Erection of fencing; ▪ Electrical connections; and ▪ Cleaning and tidying up of the Site.	
5.5	Material Where possible, the contractor shall source material from within ## km of the site utilizing local labour.	1.5.##
5.6	Task Based Activities Labour Intensive activities are to be planned as task based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.	1.5.##
5.7	REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME EPWP Project Specification As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS Requirements for the sourcing and engagement of labour. C.1.1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. C.1.2. The rate of pay set for the EPWP is as per the current EPWP guideline rate per task or per day. C.1.3. Tasks established by the contractor must be such that: a) the average worker completes 5 tasks per week in 40 hours or less; and b) the weakest worker completes 5 tasks per week in 55 hours or less. C.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3. C.1.5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households: a) where the head of the household has less than a primary school education; b) that have less than one full time person earning an income; c) where subsistence agriculture is the source of income. d) those who are not in receipt of any social security pension income C.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions: a) 60 % women; b) 55% youth who are between the ages of 18 and 35; and c) 2% on persons with disabilities.	C3.4.2.4

5.9	B2204 CONSTRUCTION METHODS Add the following: The generic labour-intensive specification below is the same as SANS 1921-5, construction and management requirement for works contracts- part 5: earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below. SCOPE This specification establishes general requirements for activities which are to be executed by hand involving the following: a. Trenches having a depth of less than 1.5metres PRECEDENCE Where this specification is in conflict with any other standard or specification referred to in the scope of works to this contract, the requirements of this specification shall prevail. HAND EXCAVATEABLE MATERIAL Hand excavateable material is material: a. granular materials: i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm; b. cohesive materials: i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;	
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1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle

of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

MEASUREMENT AND PAYMENT

Add the following:

ITEM UNIT

	B22.01 (C) Extra over sub-item for excavation by hand using hand toolcubic metre (m³) Measurement shall be as specified for pay item 22.01 of the standard specifications. The tendered rate shall include full compensation for carrying out the excavation by hand where circumstances prevent the use of mechanical excavators. va							
7.1-7.6	PROVISION OF STRUCTURED TRAINING CONTENTS 1 SCOPE 2 GENERIC TRAINING 3 ENTREPRENEURIAL SKILLS TRAINING 4 INSERVICE TRAINING 4 MEASUREMENT AND PAYMENT 1 SCOPE This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract. 2 GENERIC TRAINING 2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme. 2.2 The generic training will inter alia comprise, but not be limited to the following subjects: <table border="1"> <thead> <tr> <th>Course Description</th><th>Estimated No. Of Trainees</th><th>Estimated Duration (Days)</th></tr> </thead> <tbody> <tr> <td>1. Concrete handling, placing and finishing</td><td></td><td>.....</td></tr> </tbody> </table> 2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers. 2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following: (a) The name of the training institution and programme (b) The manner in which the training is to be delivered. (c) The numbers and details of the trainers Such details shall be entered on or attached to Form ##### included herein. 2.5 The contractor shall be responsible for the provision of everything necessary for	Course Description	Estimated No. Of Trainees	Estimated Duration (Days)	1. Concrete handling, placing and finishing			B1230:
Course Description	Estimated No. Of Trainees	Estimated Duration (Days)						
1. Concrete handling, placing and finishing								

the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (e) relevant PPE required for the project works
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C## of this document (form #####)

3 ENTREPRENEURIAL SKILLS TRAINING

3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.

3.6 The structured training will comprise out of the following as decided by the

Employer:

Course Description	Estimated Duration (Days)
1. Basic Business Principles	
2. Basic Supervision	
3. Running A Business	
4. Legal Principles	
5. Achieving Standards	

3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form ##### of the forms to be completed by the tenderer.

3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

3.9 All entrepreneurial training shall take place within normal working hours.

3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C## of this document, (form ###)

4. IN SERVICE TRAINING

4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training

programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

4.1.1 Details of in-service training

- (i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:
- the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
- the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.
- (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

4.1.2 Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

5 MEASUREMENT AND PAYMENT

	ITEM	UNIT
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E12.05 Provision for training

	(a)	Generic skills Provisional (list training courses)	sum
	(b)	Entrepreneurial skills Provisional	sum
	(c)	Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
	(d)	Training venue (only if required)	lump sum
	(e)	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum)	sum
	(f)	Additional supervision during practical training	lump sum
	The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith. The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows: (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified. (ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredit training as specified in the document. The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.		
8	F4. JOB CREATION REPORTING FOR EPWP In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes: F4.1 Type of project data required per project Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. <i>The data that is required to be kept and maintained for each project includes:</i> F4.1.1 Beneficiary data A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site	Section F	

meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar days worked.

F4.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

F4.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

Alternatively,

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalent (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of

	EPWP policy, <u>one</u> year of work created for <u>one</u> individual is assumed to comprise a total of 230 days of paid work carried out by that individual. (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project). (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).	
9.1	The employer's objectives are to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines Labour-intensive works Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.	C3.1.1 Employers Objectives

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

C3.6 : OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION
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HEALTH and SAFETY SPECIFICATION

For Construction

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification

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1. INTRODUCTION

1.1 Scope

This Specification covers the requirements for preventing incidents and accidents and eliminating injuries on the Port Nolloth Waste Water Treatment Works – Phase 3 project.

The specification will provide the requirements that Principal Contractor and Contractors will have to comply with in order to reduce the risks associated with the above-mentioned contract work that may lead to incidents causing injury and/or ill health, damage to property, equipment and the environment to a level as low as reasonably practicable.

1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects, however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

1.3 Purpose

The purpose of this Specification is to brief contractors on the significant safety aspects of the project. It provides information and requirements on *inter alia*:

- ✓ safety considerations affecting the site and its environment;
- ✓ health and safety aspects of the associated structures and equipment;
- ✓ submissions on health and safety matters; and
- ✓ the Principal Contractor's health and safety plan.

1.4 Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract and the Construction Regulation applies to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulation" and the said Act as "the Act".

Construction work is defined as any work in connection with:

- ✓ the erection, maintenance, renovation, repair, demolition or dismantling of or addition to a building or to any similar structure;
- ✓ the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- ✓ the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- ✓ the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

1.5 Definitions

Definitions as listed in the Occupational Health and Safety Act No 85 of 1993 and Construction Regulation 2014, shall apply.

2. ADMINISTRATION

2.1 Legal Requirements

All Contractors entering into a Contract with THE CLIENT shall, as a minimum, comply with the -

- ✓ Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times.
- ✓ Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The Principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the contract.
- ✓ The Principal Contractor shall notify the Provincial Director of the department of Labour in writing before construction work commences. A copy of this notification and proof of submission must be held in the Safety File on site.

2.2 Health and Safety Policy

- (1) The contractor shall prepare a written policy concerning the protection of the health and safety of his employees at work, including a description of the organization and the arrangements for carrying out and reviewing that policy.
- (2) The contractor shall prominently display a copy of the policy referred to in point 1, signed by the Chief Executive Officer, in the workplace where his employees normally report for service and keep a copy in the safety file.

2.3 Mandatory Agreement

- (1) The Principal Contractor must ensure that he signs the 37 (1) and (2) mandatory agreement with the Client.
- (2) The Principal Contractor must ensure that the 37 (1) and (2) mandatory agreement is signed with all contractors appointed by him.

2.4 Further (Specific) Supervision Responsibilities for OH&S

- (1) Depending on the activities associated with the Construction work the Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.
- (2) The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.
- (3) Copies of appointments must be submitted to THE CLIENT together with concise CV's of the appointees. All appointments must be officially approved by THE CLIENT and any changes in appointees or appointments must be communicated to THE CLIENT forthwith.
- (4) The Principal Contractor must, furthermore, provide THE CLIENT with an organogram or schedule of all Contractors that he/she has appointed or intends to appoint and keep this record updated on a weekly basis.

- (5) Where necessary, or when instructed by THE CLIENT or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of THE CLIENT.
- (6) The Principal Contractor must ensure that the site is safe at all times and that unauthorised entry is prevented by fencing off the site. Dangerous areas must be barricaded with a solid barricade.

2.5 Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representatives be executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6&7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

2.6 Risk Assessment (Sect 8 & CR 9)

- (1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least -
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) the analysis and evaluation of the risks and hazards identified;
 - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
 - (d) a monitoring plan; and
 - (e) a review plan.
- (2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- (4) A contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- (7) Notwithstanding the requirements laid down in Construction Regulation 7 (5) & (6), no contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

- (8) A contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- (9) Every employee on site shall –
 - (a) be in possession of proof of the health and safety induction training, issued by a competent person prior to the commencement of construction work; and
 - (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

2.7 Incident/Accident Investigation and Reporting

- (1) Investigate each incident, accident or near miss occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery.
- (2) Any incident/accident at the workplace in which any person is injured to the extent that death results, or a limb or part of a limb is lost, or the injury is such that the person is likely to die or suffer permanent disability, or that for a period of at least fourteen days the person is unable to continue with the activity with which he was busy at the time of the incident/accident, or if a person becomes unconscious because of heat stroke, exhaustion or exposure to any hazard at the workplace, then this is required to be reported to the Inspector.

2.8 Emergency Procedures

The Principal Contractor must prepare a detailed emergency Procedure. The procedure must include the following:

- List of key competent personnel
- Details of emergency services
- Actions to be taken in the event of an emergency.

Emergency Procedure shall include, but is not limited to: major incidents/accidents, injury to employees, damage to property/equipment/plant, incidents involving hazardous substances, fires, floods.

The Principal Contractor shall advise the Client in writing forthwith, of any emergency, together with a record of action taken.

A contact list of Fire department, Ambulance, SAPD, Hospital and contractors contact person must be maintained, available and displayed on site.

2.9 First Aid (General Safety Regulation 3)

- (1) The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.
- (2) The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.
- (3) The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

2.10 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

- (1) The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- (2) Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.
- (3) Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- (4) It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.
- (5) Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.
- (6) The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:
 - a) Where the employee requests additional issue in excess of what is prescribed.
 - b) Where the employee has patently abused or neglected the equipment leading to early failure.
 - c) Where the employee has lost the equipment.
- (7) All employees shall, as a minimum, be required to wear the following PPE on any of THE CLIENT'S projects:
 - Protective overalls.
 - Protective footwear.
 - Protective headwear.
 - Eye/face protection.
 - Hand protection
 - Hearing Protection

2.11 Training

- (1) All employees of the Principal and other Contractors to be in possession of proof of General Induction training.
- (2) All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.
- (3) The Principal Contractor shall ensure that his and other Contractors' personnel appointed are competent and that all training required doing the work safely and without risk to health, has been completed before work commences.
- (4) The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.
- (5) Records of all training must be kept on the OH&S File for auditing purposes.

2.12 Audits by Client (Construction Regulation 5 (1)(0))

- (1) THE CLIENT will be conducting a Monthly Audit to comply with Construction Regulation 5 (1) (o) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan as per CR 5 (1) (s).
- (2) THE CLIENT reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks
- (3) A representative of the Principal Contractor must accompany THE CLIENT on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.
- (4) The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.
- (5) OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.
- (6) All the results of the above-mentioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.
- (7) The Principal Contractor is required to provide the Client with a monthly report.

3. CONSTRUCTION

3.1 Client

- (1) The Client will legally appoint the Principal Contractor in writing for the execution of the works.
- (2) The Client will take reasonable steps to ensure that the Principal Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once a month.
- (3) The Client or his representative/Principal agent will stop the contractor from executing construction work should the contractor at any stage in the execution of the works;
 - a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan;
 - c) act in any way which may pose a threat to the health and safety to persons, damage to property/equipment or the environment.

3.2 Principal Contractor

- (1) A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which shall be applied from the date of commencement of and for the duration of the construction work.
- (2) A principal contractor shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
- (3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act –

- (a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant section of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed;
- (b) to appoint each contractor contemplated in paragraph (a) in writing for the part of the project on a construction site;

- (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in CR 7(1)(c)(vi) is implemented and maintained on the construction site: Provided that the steps shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
 - (d) to stop any contractor from executing construction work, which is not in accordance with, the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
 - (e) to ensure that where changes are brought about to the design and construction, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
 - (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
 - (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.
- (4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 7(2) (a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.
 - (5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in CR 7(1)(c)(x), and shall finally approve that plan for implementation.
 - (6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in CR 7(1)(a), as well as the contractor's health and safety plan contemplated in CR 7(1)(d), is available on request to an employee, inspector, contractor, client or client's agent.
 - (7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.
 - (8) A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub-regulation (7), include a record of all drawings, design, materials used and other similar information concerning the completed structure.
 - (9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in CR 7(1)(b) & CR 7(1)(f), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done are included and available.
 - (10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
 - (11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in Construction Regulations that apply to the principal contract or shall apply to the contractor as if he or she were the principal contractor.
 - (12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.
 - (13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.
 - (14) Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out

construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

- (15) If the number of employees employed by the CONTRACTOR in terms of this contract exceeds 20 (twenty), the CONTRACTOR shall within 14 (fourteen) days of the commencement of the contract works provide the CLIENT with full particulars of the safety representatives at the contract works. The CONTRACTOR shall simultaneously confirm that it complied with section 17(2) of the Act in the appointment of the safety representatives and that such health and safety representatives received the necessary facilities, assistance and training to fulfil their duties and functions as health and safety representatives.
- (16) If there are two or more health and safety representatives involved in the contract works, the CONTRACTOR shall, within 7 (seven) days from the date of a meeting of such health and safety representatives, send a copy of the minutes of such a meeting, as well as a copy of any recommendation made by the health and safety committee.
- (17) The CONTRACTOR shall not make any deduction from any employee's remuneration or require or permit any employee to make any payment to him or her or any other person in respect of anything which the CONTRACTOR is in terms of the Act, or this contract, required to provide or to do in the interest of the health and safety of any employee on the contract works.
- (18) The CONTRACTOR shall immediately report to the CLIENT any incidents occurring at the place or places where the CONTRACTOR performs any work in terms of this contract, in which or in consequence of which:
 - (a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he or she is likely either to die or to suffer a permanent physical defect or is likely to be unable for a period of at least 14 (fourteen) days either to work or to continue with the activity for which such employee was employed or is usually employed;
 - (b) an occurrence of catastrophic proportions, as defined in the Act and resulting from the use of plant or machinery or from any activity in the performance of this contract; or
 - (c) the health or safety of any person was endangered and where:
 - (i) the uncontrolled release of any substance or pressure took place;
 - (ii) machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
 - (iii) machinery ran out of control.

3.3 Supervision of construction work (CR 8)

- (1) The contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- (2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in Construction Regulations, and every such employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in CR 8 of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- (3) Where the contractor has not appointed an employee as referred to, or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of CR 8 shall apply in respect of those employees as if they had in the first instance been appointed under CR 8 (7).
- (4) No construction supervisor appointed in terms of CR 8 shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- (5) The principal contractor is also responsible to Appoint a Construction Manager under CR 8(1):
- (6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing under CR 8(5) to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- (7) The appointed constructions safety officer as contemplated in CR 8(5) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in CR 7.
- (8) No contractor shall appoint a constructions safety officer to assist in the control of safety related aspects on the site unless he or, she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor. The appointed Construction Health and Safety Officer must be registered with the SACPCMP
- (9) The contractor must ensure that the required inspections are conducted and records kept and that the safety file is kept up to date.

3.4 Excavations (Construction Regulation 13)

- (1) Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to THE CLIENT for approval before commencing with the excavation and THE CLIENT will issue a permit to proceed once the Risk Assessment and method Statement is approved.
- (2) Excavation work must be carried out under the supervision of a competent person who has been appointed in writing.
- (3) Before excavation work begins, the stability of the ground must be evaluated.
- (4) Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- (5) No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - a) the excavation is in stable material or where,
 - b) the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane.
- (6) The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation.
- (7) Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator.
- (8) No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load.
- (9) Any neighboring building, structure or road that may be affected or endangered by the excavation must be protected.
- (10) Every excavation must be provided with means of access that must be within 6 meters of any worker within the excavation.
- (11) The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- (12) Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
 - a) Daily before work commences.
 - b) After every blasting operation.
 - c) After an unexpected collapse of the excavation.
 - d) After substantial damage to any supports.
 - e) After rain.
- (13) The results of any inspections must be recorded in a register kept on site.
- (14) Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one meter high and as close to the excavation as practicable, and
- (15) Provided with warning lights or visible boundary indicators after dark or when visibility is poor.

- (16) Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
- a) any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture, or
 - b) the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes, and
 - c) the safe atmosphere must be maintained, or
 - d) employees have to be provided with breathing apparatus and wear safety harnesses attached to a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
 - e) an additional person trained in resuscitation to be in full-time attendance immediately outside the confined space, and
 - f) additional breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
 - g) all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
 - h) the employer must ensure that all employees have left the confined space after the completion of work.
 - i) where flammable gas is present on a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

3.5 Water Environments

- (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—
- (a) preventing workers from falling into water; and
 - (b) the rescuing of workers in danger of drowning.
- (2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

3.6 Public Safety and Awareness

- (1) Construction sites in built-up areas, adjacent to a public way, are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (2) A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

4. CONSTRUCTION EQUIPMENT

4.1 Tools and Equipment

4.1.1 Hand Tools

- (1) Each employer is responsible for the safe condition of tools and equipment used by employees.
- (2) Select the right tool for the job. Every hand tool has a purpose and proper selection will prevent misuse.
- (3) Maintain tools. Inspect tools regularly to be sure that they are in good condition and repair or discard broken, worn or damaged tools. Records must be kept.
- (4) The wooden handles of tools must be kept free of splinters or cracks.

4.1.2 Electrical Power Tools

- (1) Select the right tool for the job.
- (2) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (3) All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use."
- (4) Electric tools should not be used in damp or wet locations.
- (5) Portable grinding tools need to be equipped with safety guards to protect workers not only from the moving wheel surface, but also from flying fragments in case of breakage.

4.1.3 Pneumatic Tools

- (1) Select the right tool for the job.
- (2) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (3) Air-hose. Hose and hose connections used for conducting compressed air to utilization equipment shall be designed for the pressure and service to which they are subjected.
- (4) Compressed air shall not be used for cleaning purposes.
- (5) Working with noisy tools such as jackhammers requires proper, effective use of hearing protection.

4.2 Cranes & Lifting Equipment (Construction Regulation 22)

- (1) Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:
- (2) to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, a table should be used by the driver/operator.
- (3) each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit.
- (4) fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted.
- (5) fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position, or
- (6) when the mass of the load is greater than the MML.
- (7) every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:

Chains	:	4 (four)
steel wire ropes	:	5 (five)
fiber ropes	:	10 (ten)
- (8) every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML.
- (9) in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person.
- (10) all maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book.
- (11) no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour.
- (12) every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided with a load indicator or a load lifting limiting device.

4.2.1 Lifting Tackle

- (1) to be manufactured of sound material, well constructed and free from patent defects,
- (2) to be clearly and conspicuously marked with id and MML.
- (3) Factor of safety:

Natural fiber ropes	-	10 (ten)
Man-made fiber-ropes & woven webbing	-	06 (six)

Steel wire ropes – single rope	-	06 (six)
Steel wire ropes – combination slings	-	08 (eight)
Mild Steel chains	-	05 (five)
High tensile/alloy steel chains	-	04 (four)

- (4) Steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

4.2.2 Operator

- (1) Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating.
- (2) Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.
- (3) are physically and psychologically fit to operate such lifting machine by being in possession of a medical certificate of fitness.

4.3 Construction vehicles and Mobile Plant (Construction Regulation 23)

- (1) A contractor shall ensure that all construction vehicles and mobile plants -
- (a) are of an acceptable design and construction;
 - (b) are maintained in a good working order;
 - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - (d) are operated by workers who -
 - (i) have received appropriate training and been certified competent and been authorized to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
 - (e) have safe and suitable means of access;
 - (f) are properly organized and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
 - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
 - (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
 - (i) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
 - (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (2) A contractor shall furthermore ensure that-
- (a) no person rides or is required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

- (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and or sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant is equipped with at least two headlights and two taillights when in operation.
- (h) Tools and material are secured in order to prevent movement when transported in the same compartment with employees.
- (i) Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) When workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

4.3.1 Hired Plant and Machinery

The Principal Contractor/Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations July 2014, shall apply. The Principal Contractor shall ensure that operators hired with the plant/machinery are competent; in possession of a valid medical certificate of fitness and that certificates are kept on site in the Safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the Safety File.

4.4 Use and Temporary Storage of Flammable Liquids on Construction sites (CR 25)

The contractor shall ensure that-

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measure in place;
- (d) an adequate amount of fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

4.5 Good Housekeeping on Construction sites (CR 27)

The contractor shall ensure that-

- (a) suitable good housekeeping is continuously implemented on each construction site, including provisions for the-
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 12(6).

4.6 Stacking and storage on Construction sites (CR 28)

Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No R1931 dated 30 May 19865, as amended, a contractor shall ensure that-

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

4.7 Fire precautions on Construction sites (CR 29)

Every contractor shall ensure that-

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gasses;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other spaces in which flammable gasses, vaporous or dust can cause danger-
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all-
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shutdown; and
- (m) a siren is installed and sounded in the event of a fire.

4.8 Transport of Workers

The Principal Contractor and any other contractor shall not;

- Allow persons to be transported together with tools and equipment unless there is an appropriate area or section to store the tools and equipment;
- Allow persons to be transported in a non-enclosed vehicle without a proper canopy covering the back and top and without proper sitting area. Workers shall not be permitted to stand or sit on the edge of the transporting vehicle;

- Allow workers to be transported in LDV's without canopies and the correct number of seats for the passengers.

4.9 Penalties and Offences

The Client's Health and Safety Agent will conduct site audits and ad-hoc visits. Penalties may be imposed for ongoing non-compliance of the provisions stated in the Client's health and safety specification or the Principal Contractor's safety plan.

Non-compliance items identified during audits/visits will be categorized into three levels;

(1) A Hazard

To be rectified immediately (Life threatening) and a notice to this effect will be issued. All activities must cease immediately and corrective action must be taken.

(2) B Hazard

To be rectified within 24 hours (Serious injury or property damage possible) and a notice to this effect will be issued.

(3) C Hazard

To be rectified within 48 hours (Minor or no injury) and a notice will be issued to this effect.

Note: The Client or his Agent has the right, in terms of regulation 5 (1) (b) of the Construction Regulations (Febr 2014) promulgated in terms of the Occupational Health and Safety Act 85 of 1993, to stop the Contractor from executing construction works which either:

- is not in accordance with the Health and Safety plan for the site

and/or

- poses a threat to the health and safety of persons

Should the Client invoke this right, the Client will, in addition to any other legal remedies, invoke its rights to claim penalties and/or cancel the contract between itself and the Contractor in terms of the relevant provisions thereof.

4.10 Construction welfare facilities

- (1) The contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:-
 - (a) at least one shower facility for every 15 workers;
 - (b) at least one sanitary facility for every 30 workers;
 - (c) changing facilities for each sex; and
 - (d) sheltered eating areas.
- (2) (A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

NOTE:

- (1) Reference to the ACT in this document includes the CONSTRUCTION REGULATION

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RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

C3.7 : ENVIRONMENTAL MANAGEMENT

Definitions: Environmental Specification: means a documented specification of all environmental management requirements pertaining to the associated works on a construction site. Client: means any person for whom construction work is being performed. Act: means the NEMA Act (107/1998).	National Environmental Management Act (107 of 1998)
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ENVIRONMENTAL SPECIFICATION

For Construction

RICHTERSVELD MUNICIPALITY PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3 PROJECT REF. NO. NC061/T01/2023/2024

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification.

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1. INTRODUCTION

1.1 Scope

This Specification covers the requirements for managing and mitigation of environmental impacts affecting the environment on the Port Nolloth Waste Water Treatment Works – Phase 3 construction project.

The specification will provide the requirements that Principal Contractor and Contractors will have to comply with in order to reduce pollution or degradation of the environment from occurring, continuing or recurring associated with the above mentioned contract work that may lead to damage to property and surrounding environment to a level as low as reasonably practicable.

1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects; however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

1.3 Purpose

The purpose of this Specification is to brief contractors on the significant environmental aspects of the project. It provides information and requirements on *inter alia*:

- ✓ submissions and approvals of environmental method statements;
- ✓ management and impact mitigation of construction activities affecting the site and its surrounding environment;
- ✓ rehabilitation of affected site and surrounding environment;
- ✓ ensuring compliance monitoring in terms of NEMA requirements and other relative legislations, permits, environmental authorisations and approved EMP; and
- ✓ submissions and correspondence on environmental matters.

1.4 Interpretations

National Environmental Management Act, Act 107 of 1998 shall apply to this applies to any person involved in construction work. These regulations are hereinafter referred to as “the Environmental Regulation” and the said Act as “the Act”.

Construction work is defined as any work in connection with:

- ✓ “commence” - the start of any physical activity, including site preparation and any other activity on site in furtherance of a listed or specified activity;
- ✓ the building, erection or establishment of a facility, structure or infrastructure that is necessary for the undertaking of a listed or specifies activity;
- ✓ the modification, extension, alteration, or upgrading of a facility, structure or infrastructure at which an activity takes place in such a manner that the capacity of the facility or the footprint of the activity is increased;

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- ✓ the taking out of active service permanently or dismantle partly or wholly, or closure of a facility to the extent that it cannot be readily re-commissioned;
- ✓ activities that is developed in phases over time on the same or adjacent properties to create a single or linked entity through interconnected internal vehicular or pedestrian circulation, sharing of infrastructure, or the continuum of design, style or concept by the same proponent or his or her successors.

1.5 Definitions

Definitions as listed in the National Environmental Management Act (NEMA), Act No 107 of 1998 as amended, the Environmental Impact Assessment (EIA) Regulations, 18 June 2010, National Environmental Management: Waste Act (NEM:WA), Act 57 of 2008, National Water Act (NWA), Act No. 36 of 1998, and National Heritage Resources Act, Act No. 25 of 1999.

Competent Authority means the organ of state charged by the Act with evaluating the environmental impact of the activity and, where appropriate, with granting or refusing and environmental authorisation in respect of the activity.

- 1.5.1 The Method Statement is a written submission by the Contractor to the Engineer/ECO, in response to the Specifications or a request by the Engineer/ECO, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer/ECO when requesting the Method Statement, in such detail that the Engineer/ECO is enabled to assess whether the Contractor's proposal is in accordance with the Specifications.

The Method Statement shall cover applicable details with regards to:

- Construction procedures;
- Materials and equipment to be used;
- Getting the equipment to and from site;
- How the equipment/material will be moved while on site;
- How and where material will be stored;
- The containment (or action to be taken if containment is not possible) or leaks or spills of any liquid or material that may occur;
- Timing and location of activities;
- Compliance/non-compliance with the Specifications; and
- Any other information deemed necessary by the Engineer/ECO.

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2. ADMINISTRATION

2.1 Legal Requirements

All Contractors entering into a Contract with THE CLIENT shall, as a minimum, comply with the -

- ✓ National Environmental Management Act (Act 107 of 1998).
- ✓ Environmental Authorisation issued by the Competent Authority (should the activity required authorisation in terms of the EIA Regulations or Schedule 1 of NEM:WA). A copy must be available on site at all times.
- ✓ Environmental Management Programme (EMP) approved by the Competent Authority. A copy must be available on site at all times.
- ✓ National Water Act, Act 36 of 1998.
- ✓ The, Environmental Control Officer (ECO), shall notify the Competent Authority on behalf of the Principal Contractor in writing, two weeks prior construction work commences. A copy of this notification and proof of submission must be held in the Environmental Management File on site.

2.2 Further (Specific) Supervision Responsibilities for Environmental Management

1. Depending on the activities associated with the Construction work the Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.
2. The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.
3. Copies of appointments must be submitted to THE CLIENT together with concise CV's of the appointees. All appointments must be officially approved by THE CLIENT and any changes in appointees or appointments must be communicated to THE CLIENT forthwith.
4. The Principal Contractor must, furthermore, provide THE CLIENT with an organogram or schedule of all Contractors that he/she has appointed or intends to appoint and keep this record updated on a weekly basis.
5. Where necessary, or when instructed by THE CLIENT or an Environmental Regional Manager of the Competent Authority, the Principal Contractor must appoint a competent ECO subject to the approval of THE CLIENT.

2.3 Designation of ECO (Section 24Q of NEMA)

Where the CLIENT has been issued with an EA in terms of the EIA Regulations, 18 June 2010, has to ensure compliance with the general terms and conditions of the EA to ensure compliance with the conditions of the EA and to assess the continued appropriateness and adequacy of the EMP.

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Should no EA be required in terms of the EIA Regulations, 18 June 2010 or Schedule 1 of NEM:WA for the activity the CLIENT, Principle Contractor and Engineer have a Duty of Care and required remediation of environmental damage in terms of Section 28 of NEMA. Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by Law or cannot reasonably be avoided or stopped, to minimize and rectify pollution or degradation of the environment.

3. CONSTRUCTION

3.1 Method Statements

The following Method Statements shall be provided by the Contractor fourteen (14) days after receipt of the Letter of Acceptance.

3.1.1 Bunding

- Method of bunding for static plant.

3.1.2 Camp establishment

- Layout and preparation of the construction camp.
- Method of installing fences required for “no go” areas, working areas and construction camp areas.
- Preparation of the working area.

3.1.3 Cement / concrete batching

- Location, layout and preparation of cement/concrete batching facilities including the methods employed for them mixing of concrete including the management of runoff water from such areas.

3.1.4 Contaminated water

- Contaminated water management plan, including the containment of runoff and polluted water.

3.1.5 Dust

- Dust control.

3.1.6 Earthwork

- Method for the control of erosion during bulk earthwork operations.
- Method of undertaking earthworks, including hand excavation and spoil management.

3.1.7 Emergency

- Emergency construction method statements.

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3.1.8 Erosion control

- Method of erosion control, including erosion of spoil material.

3.1.9 Fire, hazardous and poisonous substances

- Handling and storage of hazardous wastes.
- Emergency spillage procedures and compounds to be used.
- Emergency procedures for fire.
- Use of herbicides, pesticides and other poisonous substances.
- Methods for the disposal of hazardous building materials including asbestos, fibre claddings, refrigerants and coolants.

3.1.10 Fuels and fuel spills

- Methods of refueling vehicles.
- Details of methods for fuel spills and clean up operations.
- Refueling of construction vehicles in high flow areas [or in the 1 in 50 year floodplain].
- Method of refueling dredger during dredging operations.

3.1.11 Solid waste management

- Solid waste control and removal of waste from Site.
- Methods for the disposal of vegetation cuttings, tree trunks and/or building materials.

3.1.12 Sources of materials

- Details of materials imported to the Site (where applicable).

3.1.13 Traffic

- Traffic safety measure for entry/exit onto/off public roads.

3.1.14 Wash areas

- Location, layout, preparation and operation of all wash areas, including vehicle wash, workshop washing and paint washing and clearing.

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3.2 Site Division

Construction camp location

1. The construction camp shall be located at an easily accessible point and within an area of low environmental sensitivity. The location shall be identified in consultation with the Engineer/ECO/EO.
2. No site establishment shall be allowed within 15 m in of a drainage channel or water body unless otherwise approved by the Engineer/ECO/EO.

Routing of services

1. Main bulk service providers such as Telkom and Eskom shall be advised of the construction activities as well as the requirements of this specification and the Contractor shall be responsible for their activities within their work areas.

Site establishment

1. To facilitate the necessary monitoring, the Contractor shall inform the Engineer/ECO/EO of the intended actions and programme for site establishment.
2. The site layout shall take cognisance of access for deliveries and services, and future works. Likely disturbance to neighbours, as well as security implications shall be considered.

3.3 Access Routes / Haul Roads

[Routes]

1. Access to the Campsite and works area shall utilise existing roads or tracks where possible.
2. Upgrading of the access roads shall be undertaken within the existing confines of the road, unless otherwise agreed with the Engineer/ECO/EO.

[Control]

1. The Contractor shall erect and maintain marker pegs along the boundaries of the working areas, access roads, haul roads or paths, to the satisfaction of the Engineer/ECO/EO, before commencing any other work.
2. The movement of any vehicles and/or personnel outside of the designated working areas shall not be permitted without the written authorisation of the Engineer/ECO/EO.
3. Should the Contractor not exercise sufficient control to restrict all work to the area within the marker boundaries, then these on instruction of the Engineer/ECO/EO shall be replaced by fencing the additional cost of which shall be borne by the Contractor.
4. Dust control measures such as dampening with water shall be implemented where necessary, as indicated by the Engineer/ECO/EO.

[Construction / maintenance / rehabilitation]

1. Access and haul roads shall be maintained by the Contractor.
2. Maintenance includes adequate drainage and side drains, dust control and restriction of edge use.
3. All temporary access routes shall be rehabilitated at the end of the contract to the satisfaction of the Engineer/ECO/EO.

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4. All public roads shall be kept clear of mud and sand. Mud and sand that has been deposited through construction activities shall be cleared regularly.
5. Any materials used for layerworks shall be approved by the Engineer/ECO/EO prior to the activity commencing.
6. Damage to the existing access roads as a result of construction activities shall be repaired to the satisfaction of the Engineer/ECO/EO, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor (safely)

[Safety]

1. Traffic safety measures, to the satisfaction of the Engineer/ECO/EO, shall be considered in determining entry / exit onto public roads.
2. All users of haul roads shall not exceed 45 km/h (cars) / 15 km/h (trucks) {note that the standard spec places a site speed limit of 45 km/h for all vehicles}
3. Appropriate traffic warning signs shall be erected and maintained.
4. Trained and equipped flagmen shall be used where the access road intersects with any public roads.
5. Attention shall be paid to minimising disruption of the flow of traffic and reducing the danger to other road users and pedestrians.

[Method statements]

Method statements are required for the following:

1. Traffic safety measures with regard to entry and exit on public roads and the control of construction traffic.
2. Proposed route for new access roads, tracks, or haul roads; the proposed construction of new roads, and the method of upgrading existing roads; and the proposed methods of rehabilitation on completion

3.4 Construction Personnel Information Posters

1. An A3 construction personnel information poster must be laminated and erected in the eating area. The Contractor shall ensure that the construction personnel information poster is not damaged in any way, and shall replace it if any part of it becomes illegible.

{Refer to figures at end of this Detailed Environmental Specification}

3.5 Fire Control

1. The Contractor shall take all reasonable and active steps to avoid increasing the risk of fire through their activities on Site. No fires may be lit except at places approved by the Engineer/ECO/EO.
2. The Contractor shall ensure that the basic fire-fighting equipment is to the satisfaction of the Municipal Fire Chief.

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3. The Contractor shall supply all living quarters, site offices, kitchen areas, workshop areas, materials, stores and any other areas identified by the Engineer/ECO/EO with tested and approved fire fighting equipment.
4. Fire and “hot work” shall be restricted to a site approved by the Engineer/ECO/EO.
5. A braai facility may be considered at the discretion of the Engineer/ECO/EO. The area shall be away from flammable stores. All events shall be under management supervision and a fire extinguisher shall be immediately available. “Low smoke” fuels shall be used. Smoke free zoning regulations shall be considered.
6. Fires within National Parks, Nature Reserves and natural areas are prohibited. Cooking shall be restricted to bottled gas facilities under strict control and supervision. The sensitivity of the surrounding land uses and occurrence of natural indigenous vegetation must be considered when assessing the risk of fires.
7. The Contractor shall take precautions when working with welding or grinding equipment near potential sources of combustion. Such precautions include having a suitable, tested and approved fire extinguisher immediately at hand and the use of welding curtains.
8. The Municipal Fire Chief must be informed and consulted in terms of Fire Regulations.

3.6 Compliance Monitoring and Reporting

1. Monthly or bi-monthly site investigations will be conducted to ensure compliance with environmental legislation, authorisation and management programmes.
2. Activities not assessed in the environmental assessment phase and/or authorised by the Competent Authority of the project; or possible deviations will require consultation with the Competent Authorities and submission of environmental methods statements by the Client/Principle Contractor.

3.7 Emergency Procedures

The Principal Contractor must prepare a detailed emergency Procedure. The procedure must include the following:

- List of key competent personnel
- Details of emergency services
- Actions to be taken in the event of an emergency.

Emergency Procedure shall include, but is not limited to: major spillages, incidents/accidents, injury to employees, damage to property/equipment/plant, incidents involving hazardous substances, fires, floods.

The Principal Contractor shall advise THE CLIENT in writing forthwith, of any emergency, together with a record of action taken.

A contact list of Fire Department, Ambulance, SAPD, Hospital and contractors contact person must be maintained, available and displayed on site.

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4. EROSION AND SEDIMENTATION CONTROL

1. During construction the Contractor shall protect areas susceptible to erosion by installing necessary temporary and permanent drainage works as soon as possible and by taking other measures necessary to prevent the surface water from being concentrated in streams and from scouring the slopes, banks or other areas.
2. A method statement shall be developed (in consultation with a specialist if necessary) and submitted to the Engineer/ECO/EO to deal with erosion issues prior to bulk earthworks operations commencing.
3. Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition.
4. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. The method of stabilisation shall be determined in consultation with the Engineer/ECO/EO and a specialist if necessary. Consideration and provision shall be made for the following methods (or combination): *(choose appropriate method)*
 - Brush-cut packing
 - Mulch or **chip cover**
 - Straw stabilising (at the rate of one bale/m² and rotated **into** the top 100 mm of the completed earthworks)
 - Watering
 - Planting / sodding
 - Hand seeding sowing
 - Hydroseeding
 - Soil binders and anti erosion compounds
 - Mechanical cover or packing structures
 - (i) Gabions & mattresses
 - (ii) Geofabric
 - (iii) Hessian cover
 - (iv) Armourflex
 - (v) Log / pole fencing
 - (vi) Retaining walls
5. Traffic and movement over stabilised areas shall be restricted and controlled, and damage to stabilised areas shall be repaired and maintained to the satisfaction of the Engineer/ECO/EO.
6. Anti-erosion compounds shall consist of an organic or inorganic material to bind soil particles together and shall be a proven product able to suppress dust and erosion. The application rate shall conform to the manufacturer's recommendations. The material used shall be of such a quality that grass and Fynbos seeds may germinate and not prohibit growth.

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Abbreviations: EA means Environmental Authorisation ECO means Environmental Control Officer EMP means Environmental Management Programme	

{Refer to figures at end of this Detailed Environmental Specification}

5. STORMWATER CONTROLS

1. The Contractor shall take reasonable measures to control the erosive effects of stormwater runoff.
2. The Contractor shall use silt screens to prevent overland flowing water from causing erosion.
3. The use of straw bales as filters, which are placed across the flow of overland stormwater flows, shall be used as an erosion protection measure.
4. The ploughing in of straw offers limited protection against stormwater runoff-induced erosion and shall be used as an erosion protection measure.
5. The Contractor shall be liable for any damage to downstream property caused by the diversion of overland stormwater flows.

6. COMMUNITY RELATIONS

6.1 Access to Site

1. The Contractor shall ensure that access to the Site and associated infrastructure and equipment is off-limits to the public at all times during construction. Additional areas restricted to the public and suggested detours shall be clearly marked on the information boards to the satisfaction of the Engineer/ECO/EO.

6.2 Protection of Archaeological and Palaeontological Remains

If remains are discovered on site during earthworks, works shall cease and the Contractor shall immediately inform the Engineer/ECO and contact the relevant authority, i.e. South African Heritage Resources Agency (SAHRA) and Heritage Western Cape (HWC).

1. Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels.
2. Appropriate fire fighting equipment shall be readily available.

6.3 Earthworks

1. The excavation of any material on Site shall be done in accordance with SABS 1200 D or DB and PSD or PSDB, as applicable.
2. Prior to earthworks (including site clearance) starting on site, a search and rescue operation for bulbs and other indigenous plants of value, as detailed in the Revegetation Specification shall be undertaken.
3. All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities.
4. Defined access routes to and from the area of operation as well as around the area of operation shall be detailed in a Method Statement for approval by the Engineer/ECO/EO.

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5. No equipment associated with the activity shall be allowed outside of these areas unless expressly permitted by the Engineer/ECO/EO.

6.4 Power Tools

1. The Contractor shall take preventative measures, such as screening, muffling, dust control, timing and pre-notification of affected parties shall be implemented to minimise complaints regarding dust, noise and vibration nuisances.

7. TOLERANCE

7.1 Fines

Fines will be issued for the transgressions listed below. Fines may be issued per incident at the discretion of the Engineer. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the Environmental Specifications and Environmental Authorisation (where applicable). The Engineer will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the Engineer on the Contractor and/or his Subcontractors.

A	Any person, vehicles, plant, or thing related to the Contractors operations within the designated boundaries of a "no-go" area	R 4000
B	Any vehicle driving in excess of designated speed limits	R 1000
C	Any vehicle being driven, and items of plant or material being parked or stored outside the demarcated boundaries of the site	R 2000
D	Any person walking outside the demarcated boundaries of the site	R 500
E	Persistent and un-repaired oil leaks from machinery. The use of inappropriate methods of refueling such as the use of funnel rather than a pump.	R 3000
F	Litter of site	R 1000
G	Deliberate lighting of illegal fires on site	R 5000
H	The eating of meals on site outside the defined eating areas. Individuals not making use of the site ablution facilities.	R 1000
I	Dust or excess noise on or emanating from the site.	R 1000
J	Any person, vehicle, item of plant, or anything related to the Contractors operation causing a public nuisance.	R 2000

For each subsequent similar offence the fine may, at the discretion of the Engineer/ECO, be doubled in value to a maximum value of R50,000.00.

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7.2 Penalties

The following penalties are suggested for transgressions:

A	Erosion	A penalty equivalent in value to the cost of rehabilitation plus 20%
B	Oil spills	A penalty equivalent in value to the cost of cleanup operations plus 20%
C	Damage to indigenous vegetation	A penalty equivalent in value to the cost of restoration plus 20%
D	Damage to sensitive environments	A penalty equivalent in value to the cost of restoration plus 20%
E	Damage to cultural sites	A penalty to a maximum of R100 000 shall be paid for any damage to any cultural/historical sites
F	Damage to trees	A penalty to a maximum of R100 000 shall be paid for each trees removed without prior permission, or a maximum of R5 000 for damage to any tree, which is to be retained on site
G	Penalties for removing or damaging trees	
	Girth of trunk (1m above ground level)	Replacement value per tree
	0 – 15 mm	R100
	16 – 30 mm	R200
	31 – 50 mm	R500
	51 – 75 mm	R1 000
	76 – 100 mm	R2 500
	101 – 150 mm	R5 000
	151 – 300 mm	R10 000
	Larger than 300 mm	R15 000 to R100 000

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8. MEASUREMENT AND PAYMENT

8.1 Refuse Removal

1. The unit of measurement shall be a sum for the removal of refuse.
2. The rate shall include the collection of refuse, for providing, maintaining and running the refuse vehicles, refuse bins and special refuse enclosures, and for all loading, unloading and double handling as required.

8.2 Dust Control

1. The unit of measurement shall be a sum for watering and/or straw stabilisation straw stabilisation.
2. The rate shall include the cost of obtaining, transporting and applying the water and/or straw stabilisation including supplying and maintaining suitable water browsers.

8.3 Supply and Erection of Public Information Boards

1. The supply and erection of public information boards shall be measured by number.
2. {xx} A2 copy(ies) of the poster for the board shall be supplied to the Contractor. The rate shall cover the cost of securing the posters to the backing boards, the cost of all labour, materials, plant and equipment necessary for the erection, maintenance and removal on completion.

8.4 Supply and Erection of Construction Personnel Information Boards

1. The supply and erection of construction personnel information boards shall be measured by number.
2. The tendered rate shall cover the cost of all printing, labour, materials, plant and equipment, necessary for the erection, maintenance and removal on completion.

8.5 Speed Limit and Route Marker Signs

1. The supply and erection of speed limit signs and signs to indicate the route up the access road to the site shall be measured as a sum.
2. The tendered rate shall cover the cost of all labour, materials, plant and equipment, necessary for the erection, maintenance and removal on completion.

8.6 Fire Control

1. The compliance with fire control requirements shall be measured as a sum.
2. The tendered rate shall cover the cost of all labour, materials, equipment and any other operation or thing necessary to comply with the requirements including maintenance and replacement of defective or damaged equipment, and refilling.

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8.7 All Other Requirements of the Environmental Management Specification

1. All other work not measured elsewhere, associated with complying with any requirement of the environmental management programme shall be measured as a sum.
2. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all material, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

Non-compliance items identified during audits/visits will be categorized into three levels.

Note: THE CLIENT or his Agent has the right, in terms of Section 28 of the National Environmental Management Act, Act No. 107 of 1998, to stop the Contractor from executing construction works which either:

⇒ **is not in accordance with the terms and conditions of the Environmental Authorisation and/or Environmental Management Programme for the construction activities**

and/or

⇒ **poses a threat to the environment.**

Should THE CLIENT invoke this right, THE CLIENT will, in addition to any other legal remedies, invoke its rights to claim penalties and/or cancel the contract between itself and the Contractor in terms of the relevant provisions thereof.

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

C3.8: ANNEXES

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

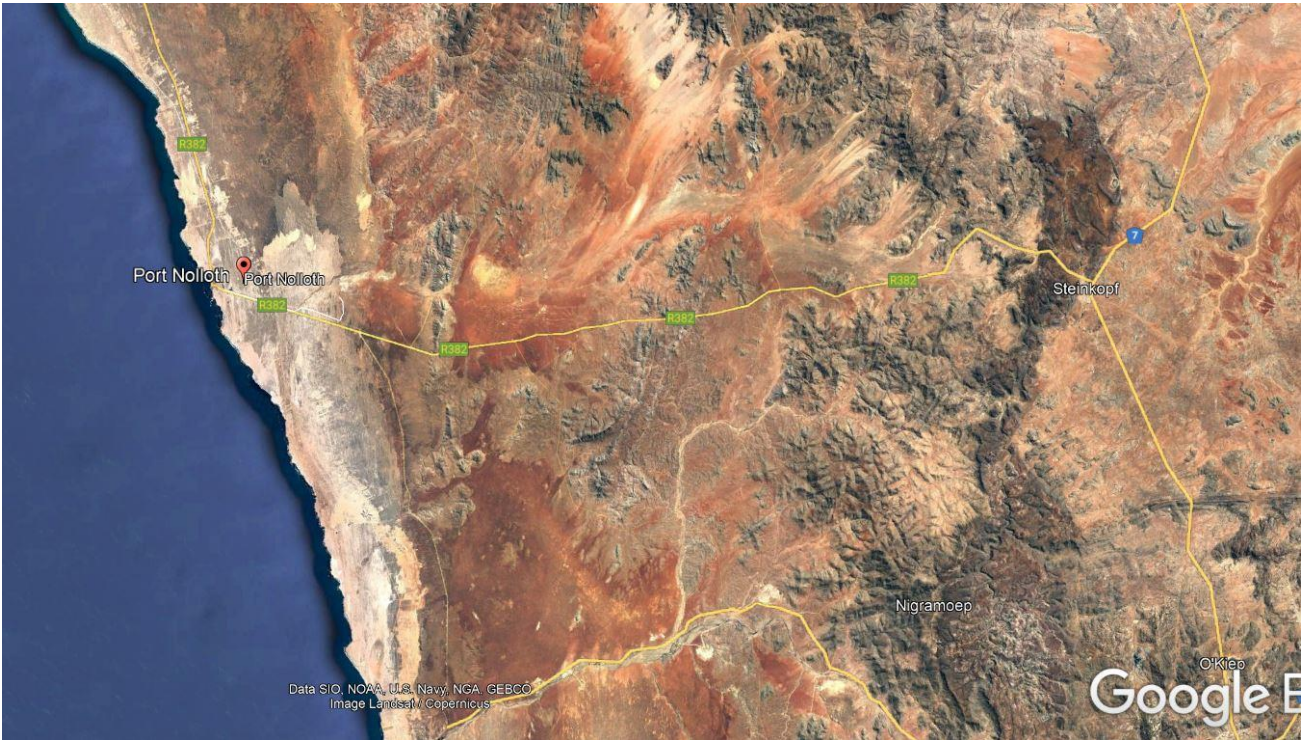
PROJECT REF. NO. NC061/T01/2023/2024

ANNEX A: LOCALITY PLAN

Figure 1 : Locality plan – Richtersveld Municipal Area



Figure 2 : Locality plan – Port Nolloth



RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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ANNEX B: STANDARD DRAWINGS

Drawing No.	Title
RIB-4759-700-1101 Rev.00 (Pg.1)	PROJECT NAME BOARD
RIB-4759-700-1101 Rev.00 (Pg.2)	MIG BOARD

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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ANNEX C: DRAWINGS ISSUED FOR TENDER
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Drawing No.	Title
RIB-4759-700-1101 Rev.00 (Pg.1)	GENERAL SITE LAYOUT
RIB-4759-700-1101 Rev.00 (Pg.2)	LINING AND CONCRETE CAPPING DETAILS

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

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ANNEX D: PRE-ELIGIBILITY, QUALITY EVALUATION FORM

TENDER EVALUATION OF TENDER

Tenderer:

Evaluator:.....

1. ELIGIBILITY CRITERIA

1.1. Completion of forms

Form	Reference Page	YES	NO	Comment
Schedule 1				
Schedule 2				
Schedule 3				
Schedule 4				
Schedule 5				
Schedule 6				
Schedule 7				
Schedule 8				
Schedule 9				
Schedule 10				
Schedule 11				
Schedule 12				
Schedule 13				
Schedule 14				
Schedule 15				
Schedule 16				
Schedule 17				
Schedule 18				
Schedule 19				
Schedule 20				
Schedule 21				
Form of Offer and Acceptance completed in full				
Contract Data (Part 2)				
Performance of Guarantee				
Occupational Health and Safety Agreement				
Bills of Quantities				

I hereby declare that the tenderer:

IS ELIGIBLE / NOT ELIGIBLE for further consideration.

Reasons if not eligible:

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

Signed by evaluator Date

2. EVALUATION OF QUALITY CRITERIA

2.1. Service Provider/Company's work experience familiarity in Namakwa Municipal Area (40 points)

Tender evaluation points for quality in terms of the tenderer's past work experience on similar successfully completed projects. Projects will be scored based on the information supplied by the tenderer in Schedule 6 of Part T2.2: Returnable Schedules.

Points will be allocated according to the tables below:

#	CRITERIA	SCORING	WEIGHT (MAX)
A	Service Provider/Company's work experience familiarity in Namakwa Municipal Area. (List of Completed Projects to be appended to tender submission)		40
A.1	Similar projects completed within the Namakwa District Municipal area. Provide certified copies: 3 x Reference letters including Final Completion Certificates from municipality/client.	40	
A.2	Projects completed within the Namakwa District Municipal area. Provide certified copies: 3 x Reference letters including Final Completion Certificates from municipality/client.	30	
A.3	Similar projects completed within the Northern Cape. Provide certified copies: 3 x Reference letters including Final Completion Certificates from municipality/client.	20	
A.4	Office within Namakwa District Municipal Boundaries. Projects completed. Provide certified copies: 2 x Reference letters including Final Completion Certificates from municipality/client. Registered/main/primary offices of the company.	10	

2.2. Demonstrated experience of key personnel (max 30 points)

Tender evaluation points for quality in terms of demonstrated experience of key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the tenderer in Schedule 7 of Part T2.2: Returnable Schedules.

#	CRITERIA	SCORING	WEIGHT (MAX)
B	EXPERIENCE OF KEY PERSONNEL (SUBMIT CV, CERTIFICATES AND REFERENCES)		30
B.1	General Site Agent/Foreman: 15-20 Years' experience or more	30	
B.2	General Site Agent/Foreman: 10-15 Years' experience	20	
B.3	General Site Agent/Foreman: 5-10 Years' experience	10	

2.3. Construction Equipment Schedule of Service Provider / Company available for the execution of the contract. (Max 30 points)

#	CRITERIA	SCORING	WEIGHT (MAX)
C	Construction Equipment Schedule of Service Provider / Company available for the execution of the contract.		30
C.1	Equipment Schedule with proof of ownership	30	
C.2	Equipment Schedule to be hired - proof that must be provided that the hiring company will make plant and equipment available with proof of hiring company's ownership	15	

Note: The minimum score for quality is **75** points. The tender offers of tenderers that fail to achieve the minimum score for quality will **NOT** be eligible for further evaluation and will be rejected.

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PART C4 : SITE INFORMATION
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REFER TO DRAWING RIB-4759-700-1101 REV00 GENERAL SITE LAYOUT FOR SITE INFORMATION.

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

APPENDIX A CIDB STANDARD CONDITIONS OF TENDER

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

CIDB STANDARD CONDITIONS OF TENDER (2015)

Annex F (normative)

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 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, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:*
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
 - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

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 of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **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;
- d) **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;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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 readily read, copied and recorded. Communications 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 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 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.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, 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 complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) 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

Do 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.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture 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 legibly in non-erasable 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 and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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. Accept that proof of posting shall not be accepted as proof of delivery.

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 with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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 and policies

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

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, 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.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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 three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the 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 and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion 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 functionality of the technical proposals offered by tenderers, then advise 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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) significantly 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 Arithmetic errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9

B-BBEE status level of contributor	Number of points
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 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, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 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.3.16 Notice to unsuccessful tenderers

F.3.16.1 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.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 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.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

PROJECT REF. NO. NC061/T01/2023/2024

APPENDIX B RICHTERSVELD SUPPLY CHAIN MANAGEMENT POLICY
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CONTRACT: NC061/T01/2023/2024

RICHTERSVELD MUNICIPALITY

PORT NOLLOTH WASTE WATER TREATMENT WORKS: PHASE 3

C2.2 BILL OF QUANTITIES

Item No	Payment	Description	Unit	Qty	Rate R	Amount R
1.	SANS 1200 A	<u>SECTION 1: PRELIMINARY AND GENERAL</u>				
1.1	8.3	<u>Fixed-Charge and Value-Related Items</u>				
1.1.1	8.3.1	Contractual Requirements	Sum	1.00		
1.1.2	8.3.2	Establishment of Facilities on the Site:				
1.1.2.1	8.3.2.1	Facilities for Engineer				
	a)	Erection of Project Nameboards - Project Name board and MIG Board (2 No.)	Sum	1.00		
1.1.2.2	8.3.2.2	Facilities for Contractor				
	a)	Offices and Storage Sheds	Sum	1.00		
	b)	Workshops	Sum	1.00		
	c)	Living Accommodation	Sum	1.00		
	d)	Ablution and Latrine Facilities	Sum	1.00		
	e)	Tools and Equipment	Sum	1.00		
	f)	Water Supply, Electric Power and Communications	Sum	1.00		
	g)	Dealing with Water	Sum	1.00		
	h)	Plant	Sum	1.00		
1.1.3	8.3.4	Removal of Site Establishment	Sum	1.00		
1.1.4		Compliance with the OHS Act	Sum	1.00		
Total Carried Forward						

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PORT NOLLOTH WASTE WATER TREATMENT WORKS: PHASE 3

C2.2 BILL OF QUANTITIES

Item No	Payment	Description	Unit	Qty	Rate R	Amount R
Brought Forward						
1.2	8.4	<u>Time-Related Items</u>				
1.2.1	8.4.1	Contractual Requirements	Sum	1.00		
1.2.2	8.4.2	Operation and Maintenance of Facilities on Site for Duration of Construction:				
	8.4.2.2	Facilities for Contractor				
	a)	Offices and Storage Sheds	Sum	1.00		
	b)	Workshops	Sum	1.00		
	c)	Living Accommodation	Sum	1.00		
	d)	Ablution and Latrine Facilities	Sum	1.00		
	e)	Tools and Equipment	Sum	1.00		
	f)	Water Supplies, Electric Power and Communications	Sum	1.00		
	g)	Dealing with Water	Sum	1.00		
	h)	Plant	Sum	1.00		
1.2.3	8.4.3	Supervision for Duration of Construction	Sum	1.00		
1.2.4	8.4.4	Company and Head Office Overhead Costs	Sum	1.00		
1.2.5	8.4.5	Other Time-Related Obligations	Sum	1.00		
1.3	8.5	<u>Provisional Sums by Engineer</u>				
1.3.1	PSA 8.4	Quality Tests Performed at Accredited Laboratories on Request of Engineer	Prov Sum	1.00	28 000.00	28 000.00
1.3.2		Overhead Charges and Profit on Item 1.3.1	%	28 000.00		
1.4	8.8	<u>Existing Services: Temporary Works</u>				
1.4.1	PSA 8.8.4	Existing Services				
1.4.1.1		Hand Excavation to Locate Existing Services	m³	12.00		
1.4.1.2		Hand Excavation in the Vicinity of Existing Services	m³	12.00		
Total Carried Forward						

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PORT NOLLOTH WASTE WATER TREATMENT WORKS: PHASE 3

C2.2 BILL OF QUANTITIES

Item No	Payment	Description	Unit	Qty	Rate R	Amount R
Brought Forward						
1.5	C3.4.22	<u>Occupational Health & Safety Measures</u>				
1.5.1		Cost of Health and Safety measures ito the Construction Regulations 2014 of the Occupational Health and Safety Act	Sum	1.00		
1.5.2		Provision for OH&S Training, Promotion and Awareness	Sum	1.00		
1.5.3		Compilation and Maintenance of H&S Plan and File, incl. All Risk Assessments, Safe Work Procedures and Method Statements	Sum	1.00		
1.5.4		Provision for PPE and Protective Equipment (Allowance for EPWP branded PPE)	Sum	1.00		
1.5.5		Provision for Ensuring Public Health and Safety	Sum	1.00		
1.5.6		Provision for Occupational Health and Safety Signage and Notices	Sum	1.00		
1.5.7		Allowance for Compliance with the COVID 19 Regulations	Sum	1.00		
1.6		<u>Environmental Measures</u>				
1.6.1		Adherence to Environmental Management Plan	Sum	1.00		
1.7		<u>Community Liaison Officer</u>				
1.7.1		Remuneration of Community Liaison Officer	Prov Sum	1.00	30 000.00	30 000.00
1.7.2		Contractor Overhead Charges and Profit on Item 1.7.1	%	30 000.00		
Total Carried Forward To Summary						

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PORT NOLLOTH WASTE WATER TREATMENT WORKS: PHASE 3

C2.2 BILL OF QUANTITIES

Item No	Payment	Description	Unit	Qty	Rate R	Amount R
2.		<u>SECTION 2: EARTHWORKS</u>				
2.1	SANS 1200 C	<u>Site Preparation</u>				
2.1.1		Cleaning of existing pond by clearing and grubbing of all vegetation inside dam including sides of dam wall	m ²	10 200.00		
2.1.2		Excavate 150mm to remove and dispose of sewage sludge within existing oxidation ponds	m ³	1275.00		
		Extra over for item 2.1.2				
2.1.3		Long overhaul	m ³ .km	650.00		
2.2	SANS 1200 D	<u>Earthworks</u>				
		Supply all labour, machinery, transport, material, water and equipment for the excavation on the inside of the dam. Finishing and compaction of angled slopes of the dam wall, including the dam floor:				
2.2.1		Cut to Fill	m ³	1 800.00		
2.2.2		Cut to Spoil	m ³	600.00		
2.2.3		Preparation and finishing of dam floor and sides of dam wall and compaction to 100% MOD AASHTO DENSITY	m ²	10 200.00		
		Extra over for item 2.2.2				
2.2.4		Long Overhaul	m ³ .km	300.00		
Total Carried Forward To Summary						

Item No	Payment	Description	Unit	Qty	Rate R	Amount R
3		<u>SECTION 3: LINING OF OXIDATION PONDS</u>				
3.1		<u>Lining of Oxidation Ponds</u>				
3.1.1		Supply all labour, plant, material and equipment to install the following:				
3.1.1.1		Excavation of 300 x 300mm deep anchoring trenches	m	850.00		
3.1.1.2		Backfilling and compaction of trenches	m	850.00		
3.1.1.3		Installation of Geotextile: Kaytech A5 Bidum minimum thickness 270 g/m ² or similar approved geotextile.	m ²	15 950.00		
3.1.1.4		Installation of 2.0mm HDPE lining for three evaporation ponds	m ²	15 950.00		
3.2		<u>Gravitational Sewer Pipeline</u>				
3.2.1		Supply all labour, plant, material and equipment for the following pipework:				
3.2.1.1		200mm dia. uPVC Durodrain Class 34 sewer pipe	m	260.00		
3.2.1.2		Extra over for:				
		Backfilling and compaction of trenches	m	260.00		
3.3		<u>Concrete Capping</u>				
3.3.1		Supply all labour, material and equipment for mixing, casting and curing of concrete for the following:				
3.3.1.1		75mm Thick Concrete Class 20MPa/19mm	m ³	185.00		
3.3.1.2		Reinforced Mesh				
3.3.2		Supply all labour, material and equipment for the installation of the following:				
3.3.2.1		Reinforcement Mesh REF 193	m ²	2450.00		
Total Carried Forward To Summary						

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C2.2 BILL OF QUANTITIES

Total Carried Forward To Summary

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C2.2 BILL OF QUANTITIES

Total Carried Forward To Summary

RICHTERSVELD MUNICIPALITY

C2.2 BILL OF QUANTITIES

Total Carried Forward To Summary	
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RICHTERSVELD MUNICIPALITY

C2.2 BILL OF QUANTITIES

Total Carried Forward To Summary	
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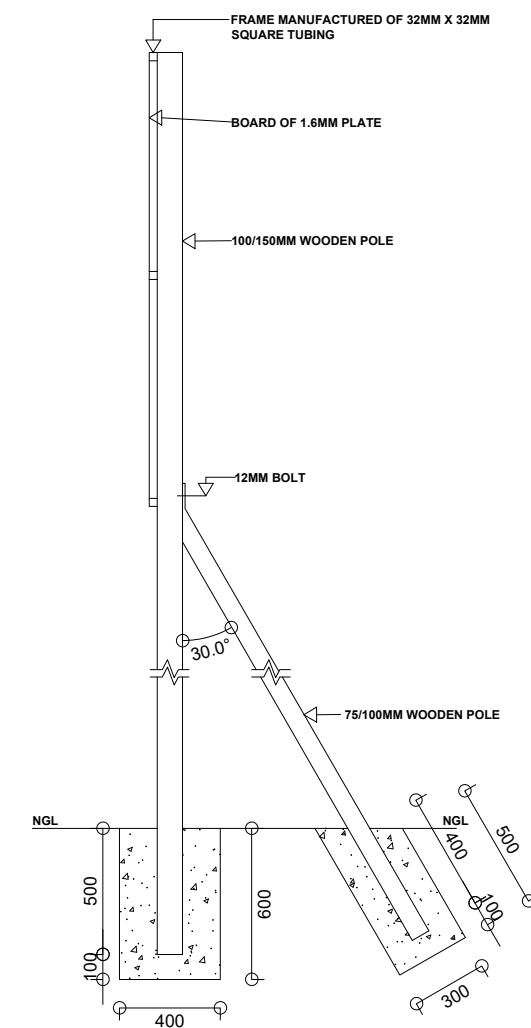
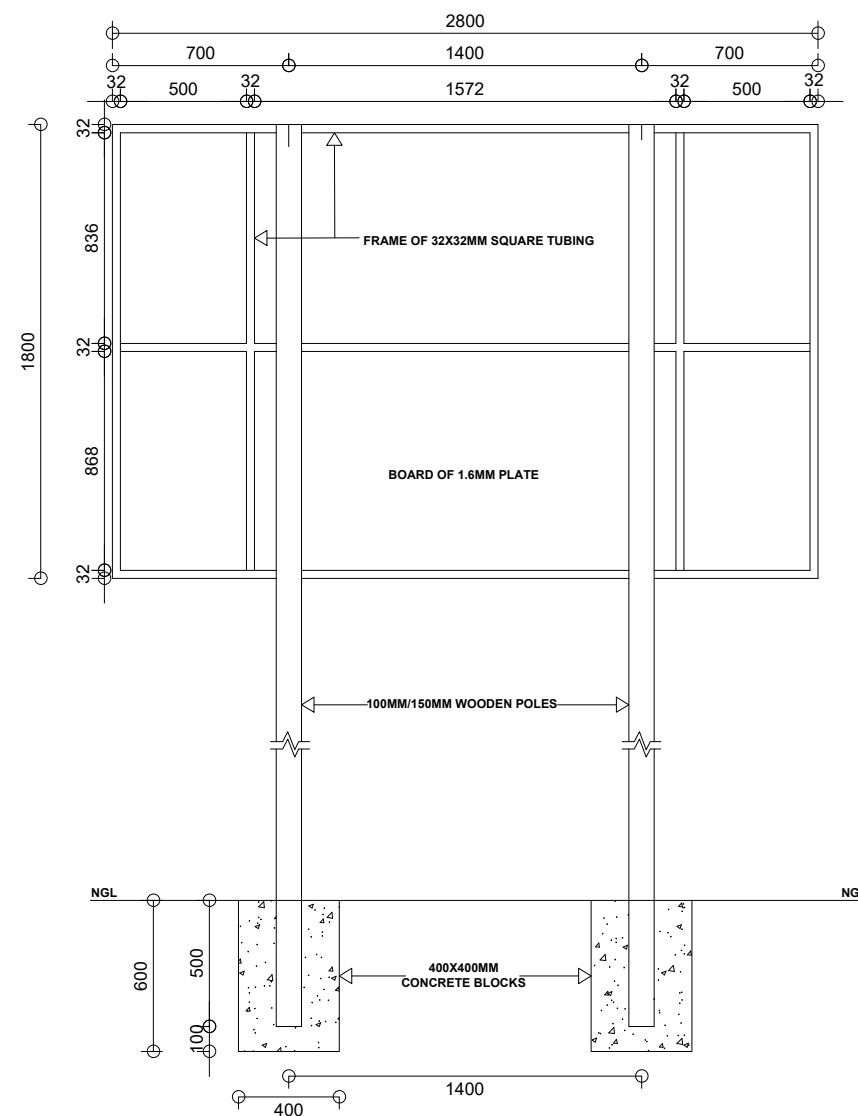
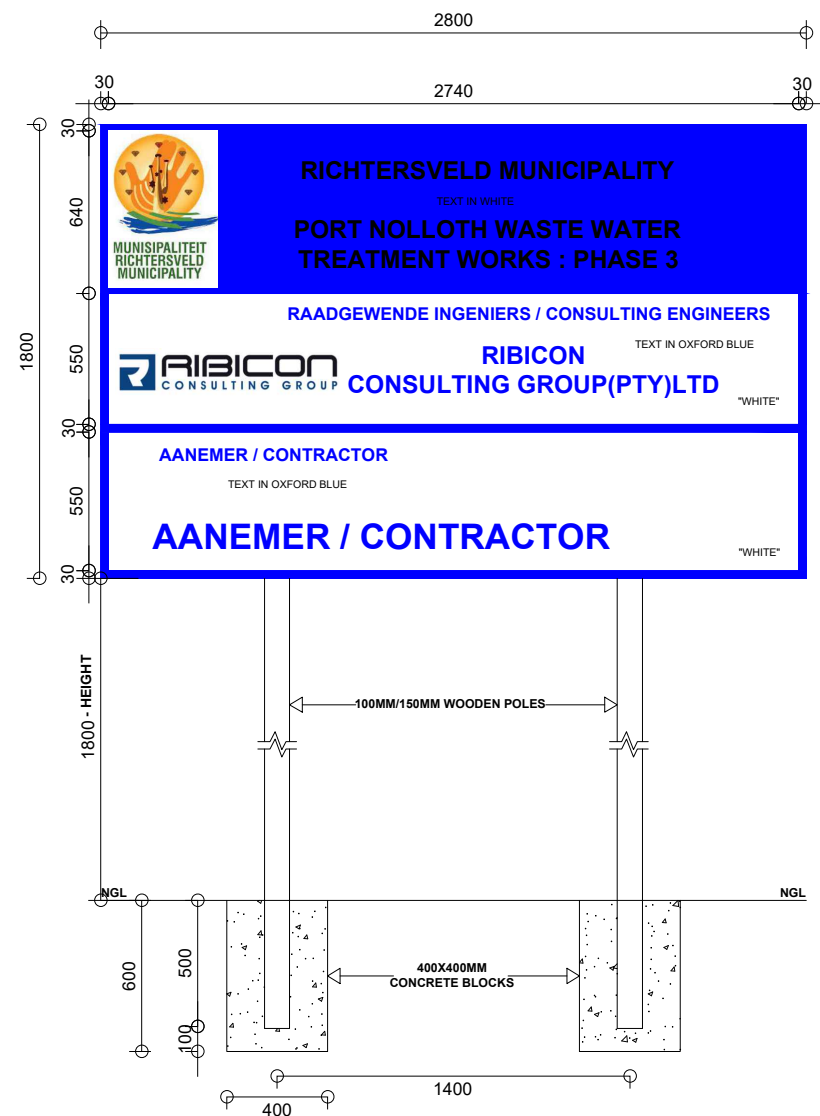
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PORT NOLLOTH WASTE WATER TREATMENT WORKS: PHASE 3

C2.2 BILL OF QUANTITIES

SUMMARY OF SECTIONS		
SECTION	DESCRIPTION	AMOUNT R
1	SECTION 1: PRELIMINARY AND GENERAL	
2	SECTION 2: EARTHWORKS	
3	SECTION 3: LINING OF OXIDATION PONDS	
4	SECTION 4: DRILLING OF BOREHOLES	
5	SECTION 5: FENCING	
6	SECTION 6: SECURITY AND SAFETY LIGHTING	
7	SECTION 7: INSTALLATION OF SECURITY WENDY HOUSES	
SUB-TOTAL 1:		
10% CONTINGENCIES:		
SUB-TOTAL 2:		
15% VAT:		
<u>TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE:</u>		
<u>CONTRACT PERIOD (WEEKS):</u>		



- | Notes |
|---|
| <ul style="list-style-type: none"> o Do not scale from this drawing. o All dimensions and levels are to be verified on site by the contractor before commencing any work. o Any discrepancies are to be reported to the engineer/draftsman for verification. o Construction works in compliance with the relevant SANS 10400 codes. o Electrical works in compliance with the relevant SANS 10142 codes. o Construction/Electrical works in compliance with the Occupational Health & Safety Act. |

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PORT NOLLOTH
8280

PROJECT

**PORT NOLLOTH WASTE
WATER TREATMENT
WORKS – PHASE 3**

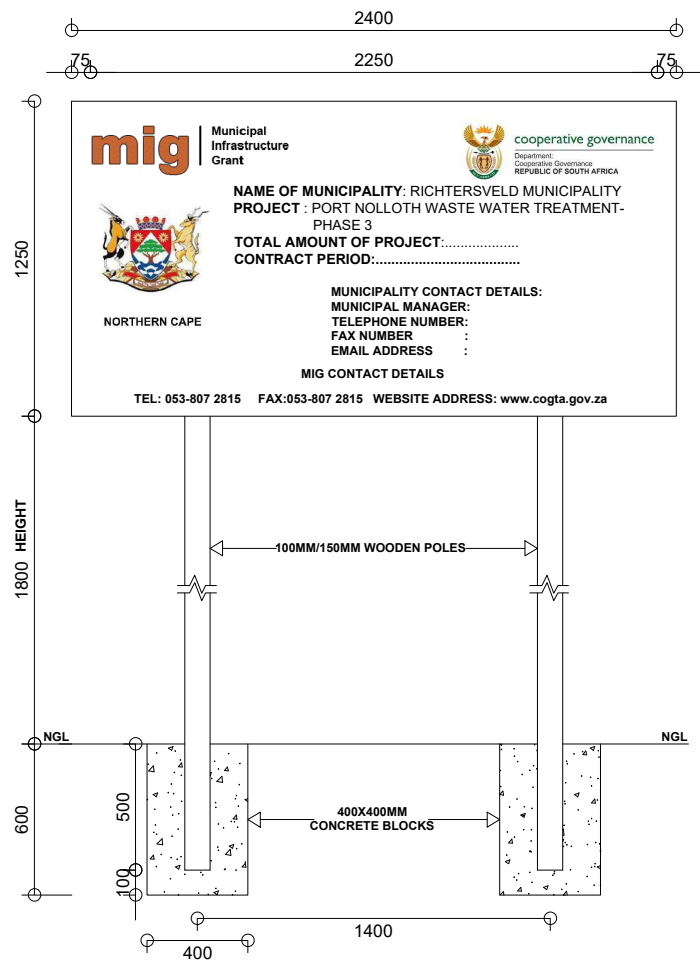
DRAWING TITLE

PROJECT NAME BOARD

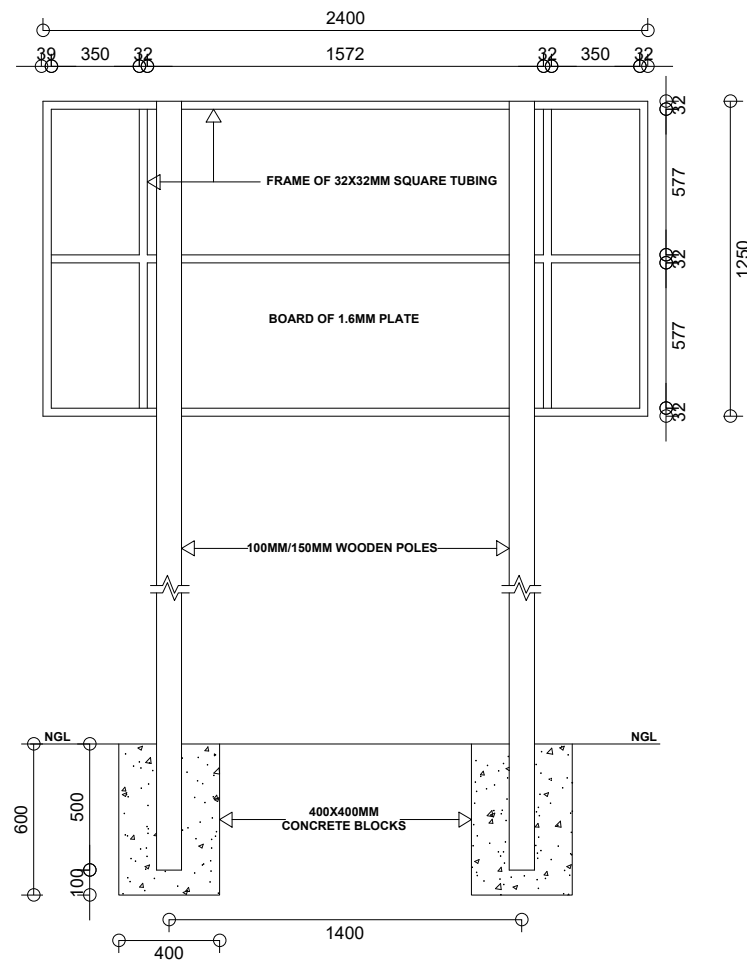
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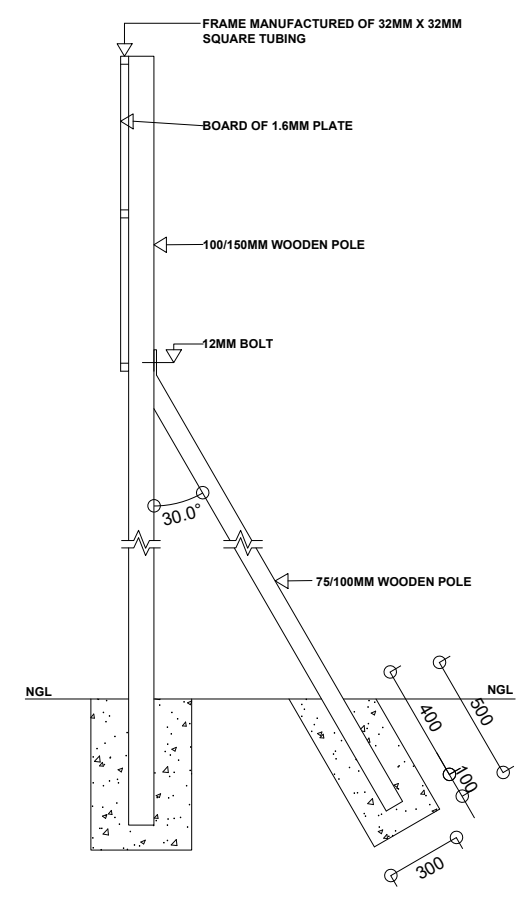
SCALE 1:30	DWG SIZE A3	DESIGN A. Lakay
PAGE 1	OF 2	DRAWN A. September
DATE September 2023		CHECKED A. Lakay



FRONT VIEW



BACK VIEW



SIDE VIEW

Notes

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- Construction/Electrical works in compliance with the Occupational Health & Safety Act.

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Amendment

No	Date	Checked	Done by	Description

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PROJECT
PORT NOLLOTH WASTE WATER TREATMENT WORKS – PHASE 3

DRAWING TITLE
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PAGE 2	OF 2	DRAWN A. September
DATE September 2023		CHECKED A. Lakay