

# BLOUBERG LOCAL MUNICIPALITY



BLOUBERG MUNICIPALITY

## BID DOCUMENT

TENDER NO. BM 07/18/19

CONSTRUCTION OF TOWERFONTEIN CRECHE

OCTOBER 2019

| PREPARED BY:   | PREPARED FOR:   |
|--|---|
| <b>PROJECT MANAGER</b><br><br><b>DIKGABO CONSULTING ENGINEER</b><br>P O BOX 1365<br><b>GALLO MANOR</b><br>2052<br><br>Tel: (011) 656 4075<br>Fax: (086) 550 7497 | <b>THE MUNICIPAL MANAGER</b><br><br><b>BLOUBERG LOCAL MUNICIPALITY</b><br>Private Bag x 1593<br><b>SENWABARWANA</b><br>0970<br><br>Tel: (015) 505 7100<br>Fax: (015) 505 0296 |

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

:

**TEL NUMBER**

:

**FAX NUMBER**

:

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

R.....(In figures)



**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfilment

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|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## PART A INVITATION TO BID

|   |                                     |               |            |               |       |
|---|-------------------------------------|---------------|------------|---------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (BLOUBERG MUNICIPALITY)</b>              |                                     |               |            |               |       |
| BID NUMBER:   | BM07/18/19                          | CLOSING DATE: | 28/11/2019 | CLOSING TIME: | 11:00 |
| DESCRIPTION   | CONSTRUCTION OF TOWERFONTEIN CRECHE |               |            |               |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b> |                                     |               |            |               |       |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE  
QUOTATION BOX SITUATED AT *FINANCE DEPARTMENT*

|  |          |  |                           |                              |  |
|--|----------|--|---------------------------|------------------------------|--|
| <b>BLOUBERG MUNICIPALITY</b>                 |          |  |                           |                              |  |
| 2nd Building Mogwadi                         |          |  |                           |                              |  |
| Senwabarwana Road                            |          |  |                           |                              |  |
| Senwabarwana                                 |          |  |                           |                              |  |
| 0790   |          |  |                           |                              |  |
| <b>SUPPLIER INFORMATION</b>                  |          |  |                           |                              |  |
| NAME OF BIDDER                               |          |  |                           |                              |  |
| POSTAL ADDRESS                               |          |  |                           |                              |  |
| STREET ADDRESS                               |          |  |                           |                              |  |
| TELEPHONE NUMBER                             | CODE     |  | NUMBER                    |                              |  |
| CELLPHONE NUMBER                             |          |  |                           |                              |  |
| FACSIMILE NUMBER                             | CODE     |  | NUMBER                    |                              |  |
| E-MAIL ADDRESS                               |          |  |                           |                              |  |
| VAT REGISTRATION NUMBER                      |          |  |                           |                              |  |
| TAX COMPLIANCE STATUS                        | TCS PIN: |  | OR                        | CSD No:                      |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE |          |  | B-BBEE STATUS LEVEL SWORN | <input type="checkbox"/> Yes |  |

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|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

|   |  |  |  |
|---|--|--|--|
| [TICK APPLICABLE BOX]   | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No                    | AFFIDAVIT  | <input type="checkbox"/> No  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED   |  | TOTAL BID PRICE  | R  |
| SIGNATURE OF BIDDER   | .....  | DATE   |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED   |  |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                         |  |
| DEPARTMENT  | SUPPLY CHAIN MANAGEMENT  | CONTACT PERSON   | RABUMBULU MH   |
| CONTACT PERSON  | MAKOBELA MM  | TELEPHONE NUMBER   | 015 505 7100   |
| TELEPHONE NUMBER  | 015 505 7100   | FACSIMILE NUMBER   |  |
| FACSIMILE NUMBER  |  | E-MAIL ADDRESS   |  |
| E-MAIL ADDRESS  |  |  |  |

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES   
NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?   
YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES   
NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES   
NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES   
NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....  
.....  
.....  
.....  
.....  
.....  
.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**MBD 2**

**TAX CLEARANCE REQUIREMENTS**

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

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

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](http://www.sars.gov.za)

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |





**Blouberg Municipality**

**TENDER NOTICE AND INVITATION TO TENDER**

Blouberg Municipality invites Tenders for:

**CONSTRUCTION & SUPPLY SERVICES**

| <b>PROJECT NUMBER</b> | <b>PROJECT NAME AND DESCRIPTION</b>                         | <b>EVALUATION CRITERIA</b>  | <b>REQUIRED CIDB GRADING</b> | <b>COMPULSORY BRIEFING SESSION</b>  | <b>CLOSING DATE</b>   | <b>CONTACT PERSON</b>  |
|-----------------------|---|---|------------------------------|---|---|--|
| BM07/18/19            | Construction of Towerfontein Crèche                         | 80/20 Preferential Points System. 100 Points Functionality. 60 points minimum qualifying score for further evaluation | 2 GB or Higher               | Date: 21 November 2019<br>Time: 10h00<br>Venue: Municipal Council Chamber | Date: 28 November 2019<br>Time: 11h00<br>Venue: Municipal Council Chamber | Makobela MM (SCM Manager) and Rabumbulu MH (PMU Manager on (015) 505 7100              |
| BM14/19/20            | Supply & Installation of Concrete Pallsade Fence at Alldays | 80/20 Preferential Points System  | 1CE or Higher                | Date: 21 November 2019<br>Time: 10h30<br>Venue: Municipal Council Chamber | Date: 28 November 2019<br>Time: 11h00<br>Venue: Municipal Council Chamber | Makobela MM (SCM Manager) and Ranku MF ( Manager Environmental Services (015) 505 7100 |
| BM15/19/20            | Supply & Delivery of Tractor (55kw,rmp 2200)                | 80/20 Preferential Points System  | None                         | Date: 21 November 2019<br>Time: 11h00<br>Venue: Municipal Council Chamber | Date: 28 November 2019<br>Time: 11h00<br>Venue: Municipal Council Chamber | Makobela MM (SCM Manager) and Ranku MF ( Manager Environmental Services (015) 505 7100 |

**NB: As for BM07/18/19 Contractors from out side Blouberg Local Municipality must as a compulsory sub-contract at least 25% with local contractors (within Blouberg Municipality) of which it excludes labour**

**METHOD OF EVALUATION: METHOD 4**

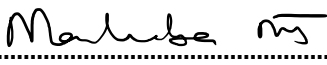
Tender Advert for BM07/18/19, BM14/19/20 and BM15/19/20

|  |   |
|--|---|
| Method 4:<br>Financial Offer, Quality & Preferences. | Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data.<br>Score tender evaluation for financial offer.<br>Confirm that tenderers are eligible for preferences claimed, and if so score tender evaluation points for financial offer.<br>Calculate total tender evaluation points.<br>Rank tender offers from the highest to number of evaluation points to the lowest.<br>Recommend tenderer with the highest number of tender evaluation points for the contract, unless there are compelling and justifiable reasons not to do so. |
|--|---|

**NB: BIDDERS SCORING LESS THAN 60 POINTS ON FUNCTIONALITY WILL NOT BE EVALUATED FURTHER ON CONSTRUCTION OF Towerfontein crèche ONLY**

**B-BBEE STATUS LEVEL OF CONTRIBUTOR POINTS FOR 80/20**

| B-BBEE STATUS LEVEL OF CONTRIBUTOR | NUMBER OF POINTS |
|------------------------------------|------------------|
|                                    | <b>80/20</b>     |
| 1                                  | 20               |
| 2                                  | 18               |
| 3                                  | 14               |
| 4                                  | 12               |
| 5                                  | 8                |
| 6                                  | 6                |
| 7                                  | 4                |
| 8                                  | 2                |
| Non-Compliant Contributor          | 0                |

**Approval by MM:**  
  
 .....  
**MACHABA JUNIAS**  
**MUNICIPAL MANAGER**  
 Date: 14 - 11 - 2019  
 .....

**Mandatory and Compulsory Attachments Required:** Company Registration certificate, Certified copies of ID Documents for members/ Directors of Company, Company Profile with list of experience projects and traceable references(BM07/18/19) Valid Proof of registration with the Construction Industry Development Board (CIDB)(BM07/18/19), Joint Venture Agreement in cases of a Joint Venture, B-BBEE Verification Certified or Original Certificate, and Certified Copies of Appointment Letter(s) and Completion Certificate(s) of Relevant Projects. Valid Proof of registration with the Compensation for Occupational Injuries and Diseases Act for BM07/18/19) (COIDA). Proof of Registration on the National Treasury Website (Summary of Central Supplier Database/CSD report for 3 months) Report), fully completed and signed MBD1 to MBD 9 forms (attached on TOR or downloadable from <http://www.blouberg.gov.za>)

**The following conditions and rules will apply for these projects:**

The Municipality adheres to all the acts relevant to procurement of Goods and/ or Services and its Supply Chain Management Policy.

No bid will be accepted from persons in the service of the state

The Municipality adheres to all the acts relevant to procurement of Goods and/ or Services and its Supply Chain Management Policy.

The prescriptions of the Construction Industry Development Board (CIDB) will apply where applicable Tender Documents for all of the above projects are downloadable from Blouberg Municipality's website <http://www.blouberg.gov.za>, at No fee.

Tender closure is as per the table above, public opening will follow immediately after closure. Tender Documents must be deposited in the tender box at the reception area of our Municipal Office in Senwabarwana, in a sealed envelope clearly marked with Project Name and Number.

Certified copy of the latest Municipal Account with Municipal rates & service charges ;( NB Bidders may not be in arrears for more than 3 months with these rates and charges.)/Lease agreement for lessee and Municipal rates and taxes statement for the lessor as proof of the existence of the property and Tribal Office letter for rural area.

Bids must only be submitted on the documentation provided by SCM unit of Blouberg Municipality Telegraphic, Telephonic, facsimile, e-mailed, incomplete, pencilled and unsigned and late Tenders will not be accepted.

The Municipality is not obliged to accept the lowest or any bidder.



**MACHABA MJ**  
**MUNICIPAL MANAGER**

# THE TENDER

**PART T1: TENDERING PROCEDURES**

**PART T2: RETURNABLE DOCUMENTS**

U.1

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## PART T1: TENDERING PROCEDURES

T1.2 TENDER DATA .....U.3

U.2

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the subclause in the Standard Conditions of Tender to which it mainly applies.

| Subclause | Data   |
|-----------|--|
| F.1.1     | The employer is the <b>BLOUBERG MUNICIPALITY</b> .   |
| F.1.2     | <p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Contract Data</p> <p>Part C2:Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p> <p style="padding-left: 40px;">C3.2 Engineering</p> |

U.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Subclause    | Data   |
|--------------|--|
|              | <p>C3.3 Procurement<br/>                     C3.4 Construction<br/>                     C3.5 Management<br/>                     Part C4: Site information<br/>                     C4.1 Site Information<br/>                     C4.2 Locality Plan<br/>                     Part C5: Annexures<br/>                     C5.1 : Proforma Documents<br/>                     C5.2 : Blouberg Local Municipality Supply Chain Policy<br/>                     C5.3 : Contract Drawings</p>   |
| <p>F.2.1</p> | <p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3GB or Higher</b> class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>2. the lead partner has a contractor grading designation in the <b>3GB or Higher</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3GB or Higher</b> class of construction work are eligible to submit tenders.</li> <li>4. <b>Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders. The Tenderer must have a staff</b></li> </ol> |

U.4

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

| Subclause | Data   |
|-----------|--|
|           | <p><b>member who has completed, or, is registered for training towards, the NQF level 5 unit standard "Develop and Promote Labour Intensive Construction Strategies".</b></p>  |
| F.2.7     | <p>The arrangements for a compulsory clarification meeting are:<br/> Location: Municipal Council Chamber, Senwabarwana<br/> Date: <b>21<sup>st</sup> November 2019</b> Starting Time: <b>10h00</b></p>   |
| F.2.12    | <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> |
| F.2.13.5  | <p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>2<sup>nd</sup> Building Mogwadi, Senwabarwana Road, Senwabarwana, 0790</b></p> <p>Identification details: <b>BM07/18/19 – CONSTRUCTION OF TOWERFONTEIN CRECHE</b></p>   |

U.5

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



| Subclause       | Data  |
|-----------------|---|
| F.2.13. & F.3.5 | A two-envelope procedure will not be followed.  |
| F.2.15          | Closing time for submission of tender offers is:<br><b>11h00 hours on the 28<sup>th</sup> November 2019</b>   |
| F.2.15          | Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.  |
| F.2.1.5         | The tender offer validity period is <b>90 days</b> .  |
| F.2.1.7         | The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).   |
| F.3.11          | <p>The procedure for evaluation of responsive tenders is the 80/20 preference point system (totalling 100 points) as contained in the procurement policy clause C3.3. Minimum for further evaluation of functionality is 60 points, if a tenderer scores less than the functionality points, the tenderer will be disqualified.</p> <p>The financial offer will be scored using the following:</p> $P_s = W_1 \frac{1 - P_t - P_{min}}{P_t - P_{min}}$ <p>Where</p> <p><math>P_s</math> = Points scored for functionality and price of the bid/proposal<br/> <math>W_1 = (2) \quad 80</math> where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1000 000; or</p> <p><math>P_t</math> = Rand value of tender under consideration<br/> <math>P_{min}</math> = Rand value of the lowest acceptable tender.</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenders who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>Tender preferences claimed (80/20)</p> <p>Points will be awarded to tenderer for attaining the B-BBEE status level of contributor accordance with the table below.</p> |

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|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

| Subclause | Data   |
|-----------|--|
|           | <p style="text-align: center;"><b>1. Administrative Compliance – Phase One</b></p>   |
|           | <p style="margin-left: 40px;">o All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p><b>1.2 Critical Criteria:</b></p> <p>The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:</p> <p>A valid original tax clearance certificate to be attached.</p> <ul style="list-style-type: none"> <li>• All Pages to be initialled</li> <li>• Form of Offer completed and signed</li> <li>• Site inspection is compulsory</li> <li>• All attached MBD forms must be completed and signed.</li> <li>• Copy of Company Registration Certificate to be attached</li> <li>• Bill of quantities to be filled in black ink</li> <li>• Initial all alterations in the BoQ</li> <li>• Authority of Signatory to be attached</li> <li>• JV agreement submitted (Where applicable)</li> <li>• Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors).in case of areas not paying Municipal rates and tax, an SAPS affidavit must be attached.</li> <li>• Certified ID copies of directors/shareholders/members to be attached</li> <li>• Pages have to be colour coded and neatly bound</li> <li>• CSD (Central Supplier Database Registration)</li> <li>• Tax Clearance Certificate including Compliance Pin</li> <li>• B-BBEE Certificate (in case of Joint Venture – a consolidated B-BBEE is required)</li> <li>• CIDB Grading</li> <li>• 25% Subcontracting Letter</li> </ul> |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

| Subclause      | Data  |
|----------------|---|
|                | <p><b>NB: All copies must be certified except a copy of company registration. The certification must not be older than 3 months of the closing date.</b></p>  |
| <p>F3.13.1</p> | <p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) 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</li> <li>b) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ul> |
| <p>F.3.18</p>  | <p>The number of paper copies of signed contract to be provided by the Engineer is <b>original contract plus three signed copies.</b></p> <p>Labour Content:</p> <p>The minimum Labour content for this project shall be <b>10% OF THE WORKS.</b></p> <p><b>Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.</b></p>  |

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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|-------------------------------------|--|
| <b>2. Functionality – Phase Two</b> | THE TENDER<br>Contract No. BM07/18/19<br>Construction of Towerfontein Creche<br>T.1.2: Tender Data |
|-------------------------------------|--|

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified.

A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

**FUNCTIONALITY**

| Item | Criterion  | Weighting | Values  |
|------|--|-----------|---|
| A    | <b><u>Company Experience</u></b><br>Experience in similar projects. Attach at least 5 x appointment letters and corresponding completion letters.  | 40        | <i>Excellent – 5</i><br><i>Very Good – 4</i><br><i>Good – 3</i><br><i>Fair – 2</i><br><i>Poor – 1</i> |
| B    | <b><u>Personnel</u></b><br><u>Site Agent</u><br>At least a Diploma in Civil Engineering and 5 years experience - 15<br><u>Foreman</u><br>At least N6 in Civil Engineering / Building & 5 years experience - 10<br><u>Safety Officer</u><br>At least OHS Certificate / similar and 2 years experience - 5 | 30        |   |
| C    | <b><u>Financial Status</u></b><br>At least Bank Rating A   | 05        |   |
| D    | <b><u>Compliance with NHBRC</u></b><br>Attach valid NHBRC Certificate  | 05        |   |
|      | <b>TOTAL</b>   | <b>80</b> |   |

NB!

**The minimum cut off percentage for functionality is 65% scoring less than 60% points will not be considered for further evaluation.**

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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|  | <p>Certified copy of BBBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <ul style="list-style-type: none"> <li>• Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.</li> <li>• Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBBEE.</li> <li>• A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.</li> <li>• Public entities and tertiary institutions must also submit B-BBEE Status Level</li> </ul> <p><b>NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects.</b></p> <ul style="list-style-type: none"> <li>• <b>Copy of Appointment Letter, and</b></li> <li>• <b>Copy of Completion Certificate.</b></li> </ul> <p>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE.</p> <p>The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.</p> <p><b>Award of contract to bids not scoring the highest number of points</b></p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the method of evaluation used.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be</p> |
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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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|                             | <p>approved and recorded for audit purposes and must be defensible in a court of law.</p> <p><b>Evaluation of bids that scored equal points</b></p> <p>(a) If two or more bids have equal points, in functionality, the successful bid must be the one scoring the highest score for B-BBEE</p> <p>(b) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points in terms of functionality</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>                                     |
| F3.13.1                     | <p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</p> |
| F.3.18                      | <p>The number of paper copies of the signed contract to be provided by the Municipality is the <b>original contract plus two signed copies.</b></p>  |
| The Department Special No.1 | <p><b>SMME's:</b></p> <p><b>It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local</b> is defined as "having their head office within the BLOUBERG Local Municipality boundaries". A SMME company should be a registered company. The minimum target for local SMME participation shall be <b>15% of the Tender Sum</b>. This can be achieved through either one or more local SMME companies.</p>   |
| The Department Special. 2   | <p><b>Local Labour Content:</b></p> <p>The minimum target for expenditure on wages of Local Labour for this project shall be <b>10% of the Tender Sum.</b></p>   |

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## Annex F: Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

#### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |



**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.

**F2.10.2** 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**

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which 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

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**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.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to clarification**

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

### F.3.9 Arithmetical errors

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

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

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

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

**F.3.10 Clarification of a tender offer**

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

**F.3.12 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.

Formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful tenderers**

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

**F.3.15. Prepare contract documents**

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

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

**F.3.16 Issue final contract**

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

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

|       |   |    |
|-------|---|----|
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| T2.2  | OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....                  | 49 |
| T2.3  | RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT..... | 56 |
| MBD 8 | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....   | 59 |
| MBD 9 | CERTIFICATE OF INDEPENDENT BID DETERMINATION.....                     | 61 |

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |



**T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

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T2.1 C REGISTRATION CERTIFICATE OF AN ENTITY ..... 27

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T2.1 F SCHEDULE OF PLANT AND EQUIPMENT..... 33

T2.1 G SCHEDULE OF THE TENDERER’S EXPERIENCE ..... 34

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|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1 A MBD4 DECLARATION OF INTEREST**

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

3.6.1 If so, furnish particulars.

.....

.....

(a) The exemption contained in sub clause (i) is subject to the following conditions:

1. Municipalities and municipal entities must require all bidders bidding for an award to disclose their bids –
  - (i) in the case of a bidder who is a natural person, whether that bidder serves on the Board of Directors of any municipal entity, and if so –

Whether that person serves as an executive or non-executive of the Board; and the name of the relevant municipal entity;

2. In the case of a bidder which is not a natural person, whether any director,

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

manager, principal shareholder or stakeholder of that bidder serves on the Board of Directors of any municipal entity, and if so –

Whether that person serves as an executive or non-executive of the Board; and the name of the relevant municipal entity;

A disclosure in terms of paragraph (i.) by the successful bidder must be placed on website of the municipality or municipal entity making the award; and the notes to the financial statements of a municipality or municipal entity must disclose particulars of any award to a person by that municipality or municipal entity which would have been prohibited in terms of regulation 44 if it were not for the exemption contained in subclause (i).

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

3.7.1If so, furnish particulars.

.....  
.....

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

3.8.1If so, furnish particulars

.....  
.....

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

3.9.1If so, furnish particulars.

.....  
.....

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

3.10.1If so, furnish particulars.

.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

3.11. Does any of the company's directors, managers, principle Shareholders serve as an executive or non-executive member on the board of Municipality /municipal entity. YES/NO

3.12.1. If so furnish particulars of municipality/municipal entity.

.....

**CERTIFICATION**

**I, THE UNDERSIGNED**

**(NAME)** .....

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

**T2.1 B CERTIFICATE OF AUTHORITY**

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.

|                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| A<br>Company             | B<br>Partnership         | C<br>Joint Venture       | D<br>Sole Proprietor     | E<br>Close Corporation   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
 . Chairman  
 2.....  
 Date

**B. Certificate of partnership**

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

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

NOTE: This certificate is to be completed and signed by all of the key partners upon whom 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 authorise Mr/Mrs....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation 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 Witness:

1.....  
 Signature: Sole owner

2.....  
 Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1 C REGISTRATION CERTIFICATE OF AN ENTITY**

**Important note to Tenderer:**

- **Registration Certificates for Companies, Close Corporation and Partnerships must be attached to this page.**
- **ID documents for Sole Proprietors must be attached to this page.**
- **In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be attached here.**

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|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |



**T2.1 D 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 in the 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:

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

national or provincial public entity

- an employee of Parliament or a provincial legislature

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

| Name of 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
- 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
- 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

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- any municipal entity 1 of 1999)
- an official of any municipality or municipal entity
  - a member of an accounting authority of any national or provincial public 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:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the 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;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- iv) 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; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1 E SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following subcontractors for work in this contract.

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

|    | <b>Name and address of proposed Subcontractor</b> | <b>Company Registration Number &amp; CIDB Classification</b> | <b>Description of Work to be executed by Subcontractor</b> |
|----|---|--|--|
| 1. |   |  |  |
| 2. |   |  |  |
| 3. |   |  |  |
| 4. |   |  |  |
| 5. |   |  |  |

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

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

Tenderer.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1 F SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted.

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

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |

Attach additional pages if more space is required.

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

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |

Attach additional pages if more space is required

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

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

Tenderer.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1 G SCHEDULE OF THE TENDERER’S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

| Employer, contact person and telephone number | Description of contract | Value of work Inclusive of VAT (Rand) | CIDB Classification | Date Completed |
|---|-------------------------|---------------------------------------|---------------------|----------------|
|   |                         |                                       |                     |                |
|   |                         |                                       |                     |                |
|   |                         |                                       |                     |                |
|   |                         |                                       |                     |                |
|   |                         |                                       |                     |                |

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

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

Tenderer.....

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

**T2.1 H 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:

|     | <b>Date</b> | <b>Title of Details</b> |
|-----|-------------|-------------------------|
| 1.  |             |                         |
| 2.  |             |                         |
| 3.  |             |                         |
| 4.  |             |                         |
| 5.  |             |                         |
| 6.  |             |                         |
| 7.  |             |                         |
| 8.  |             |                         |
| 9.  |             |                         |
| 10. |             |                         |

Attach additional pages if more space is required.

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

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

Tenderer.....

T. 35

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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|  |
|--|

Witness 2



**T2.1 | DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer’s opinion:

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

| PAGE | DESCRIPTION |
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SIGNED ON BEHALF OF TENDERER: .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**T2.1 J CERTIFICATE OF NON-COLLUSIVE TENDER**

**1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1.H CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**

**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....

|                   |                  |                  |                 |                  |                  |
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|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1 K PREFERENCING SCHEDULE (FOR DIRECT PREFERENCES) MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

**(a) PURCHASES**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value equal to or above R30 000 up to R50 000 000;

1.2 The value of this bid is estimated to exceed R 30 000 but not more than R50 000 000, and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

|  | <b>POINTS</b> |
|--|---------------|
| <b>1.3.1.1 PRICE</b>                                     | <b>80</b>     |
| <b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>       | <b>20</b>     |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |

|                   |                  |                  |                 |                  |                  |
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|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.**

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

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

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

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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

| <b>B-BBEE Status Level of Contributor</b> | <b>Number of points (80/20 system)</b> |
|---|--|
| 1   | 20                                     |
| 2   | 18                                     |
| 3   | 14                                     |
| 4   | 12                                     |
| 5   | 8                                      |
| 6   | 6                                      |
| 7   | 4                                      |
| 8   | 2                                      |
| Non-compliant contributor                 | 0                                      |

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |



as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 points)

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

**8 SUB-CONTRACTING**

|                   |                  |                  |                 |                  |                  |
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|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

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

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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

[TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has

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|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

been applied; and

- (e) forward the matter for criminal prosecution

.....

SIGNATURE(S) OF BIDDER(S)

**WITNESSES:**

1. ....

2. ....

DATE:.....

ADDRESS:.....

.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.1 L COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER: .....

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in BLOUBERG LOCAL MUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

|                   |                  |                  |                 |                  |                  |
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|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX ..... 50

T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES ..... 51

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION .. 52

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|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX

|   |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|--|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>SOUTH AFRICAN REVENUE SERVICES</b>   | Tender No: .....   |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   | Closing Date: .....  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>DECLARATION OF GOOD STANDING REGARDING TAX</b>   |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>PARTICULARS</b>  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. Name of Taxpayer/Tenderer: .....   |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. Trade Name: .....  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. Identification Number: (If applicable)   | <table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 4. Company / Close Corporation registration number:   | <table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 5. Income Tax reference number:   | <table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 6. VAT registration number: (If applicable)   | <table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 7. PAYE employer's registration number: (If applicable)   | <table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 8. Monetary value of tender:  | <table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>DECLARATION</b>  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes: |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (i) Have been satisfied in terms of the relevant Acts; or   |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| .....   | .....  | .....       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>SIGNATURE</b>  | <b>CAPACITY</b>  | <b>DATE</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>PLEASE NOTE:*</b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.   |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**\*Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL TAX CLEARANCE CERTIFICATE)

|  |  |  |  |  |  |
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| <i>Contractor</i>  | <i>Witness 1</i>   | <i>Witness 2</i>   | <i>Employer</i>  | <i>Witness 1</i>   | <i>Witness 2</i>   |

**T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the BLOUBERG LOCAL MUNICIPALITY.

**2. DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank .....
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....
- g) Bank rating (include confirmation from bank or financial institution): .....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |



**T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 2GB PE or 3GB or Higher.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.2 D KEY PERSONNEL**

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

| DESIGNATION  | NAME OF                       | NATIONALITY: | SUMMARY OF     |                                   | HDI Status<br>Yes/No | NQF 7 Certified<br>Yes/No |
|--|-------------------------------|--------------|----------------|-----------------------------------|----------------------|---------------------------|
|  | (i) NOMINEE<br>(ii) ALTERNATE |              | QUALIFICATIONS | EXPERIENCE AND PRESENT OCCUPATION |                      |                           |
| <u>HEAD</u><br><u>QUARTERS</u><br>Partner/director |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
| Project Manager                                    |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
| Other key staff<br>(give designation)              |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |
|  |                               |              |                |                                   |                      |                           |

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

|   |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
|   |  |  |  |  |  |  |
| PROJECT<br>MONITORING<br>Site(s)<br>Supervisors |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
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|   |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
| Other key<br>staff<br><br>(give<br>designation) |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
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|   |  |  |  |  |  |  |
|   |  |  |  |  |  |  |

SIGNED ON BEHALF OF TENDERER:.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.2 E ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

SIGNED ON BEHALF OF TENDERER:.....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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

T2.3 A PROJECT PROGRAMME AND METHOD STATEMENT ..... 57  
T2.3 B SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE ..... 58

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.3 A PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

**Note to Tenderer**

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**T2.3 B SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

| <b>MONTH</b>   | <b>VALUE (INCLUDING VAT)</b> |
|--|------------------------------|
| 1  | R .....                      |
| 2  | R .....                      |
| 3  | R .....                      |
| 4  | R .....                      |
| 5  | R .....                      |
| 6 (FINAL)  | R .....                      |
| <b>TOTAL: R.....</b><br><b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b> |                              |

SIGNED ON BEHALF OF TENDERER: .....

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

MBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:   |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

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



|             |  |                                 |                                |
|-------------|--|---------------------------------|--------------------------------|
| 4.3.1       | If so, furnish particulars:  |                                 |                                |
| <b>Item</b> | <b>Question</b>  | <b>Yes</b>                      | <b>No</b>                      |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:  |                                 |                                |

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js367bW

|                           |                          |                          |                         |                          |                          |
|---------------------------|--------------------------|--------------------------|-------------------------|--------------------------|--------------------------|
|                           |                          |                          |                         |                          |                          |
| <small>Contractor</small> | <small>Witness 1</small> | <small>Witness 2</small> | <small>Employer</small> | <small>Witness 1</small> | <small>Witness 2</small> |

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of 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

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**MBD 9**

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

<sup>3</sup> 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.

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**MBD 9**

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

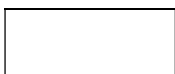
.....  
Name of Bidder

Js9141w 4

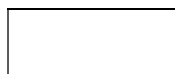
|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

# THE CONTRACT

|         |                             |
|---------|-----------------------------|
| PART C1 | AGREEMENT AND CONTRACT DATA |
| PART C2 | PRICING DATA                |
| PART C3 | SCOPE OF WORKS              |
| PART C4 | SITE INFORMATION            |
| PART C5 | ANNEXURES                   |



*Contractor*



*Witness 1*



*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

## PART C1: AGREEMENT AND CONTRACT DATA

|      |  |      |
|------|--|------|
| C1.1 | FORM OF OFFER AND ACCEPTANCE.....  | C.2  |
| C1.2 | AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY<br>ACT, 1993 (ACT NO. 85 OF 1993) ..... | C.5  |
| C1.3 | GUARANTEE .....  | C.8  |
| C1.4 | CONTRACT DATA .....  | C.10 |

C.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**Offer**

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

**CONSTRUCTION OF TOWERFONTEIN CRECHE**

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS  
(CONTRACT PRICE)**

.....

Rand (in words); ..... (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.

Signature(s) .....

Name(s) .....

Capacity .....

for the tenderer .....

(Name and address of organization)

Name and signature of witness ..... Date .....

**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.

C.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....  
Name(s) .....  
Capacity .....  
for the Employer.....  
(Name and address or organization)

Name and  
signature of  
witness ..... Date: .....

C.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Schedule of Deviations**

| Item | Deviation 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
 (Name and address of organization)

Name and signature of witness ..... Date: .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
 (Name and address of organization)

Name and signature of witness ..... Date: .....

C.4

[Signature Box]  
 Contractor

[Signature Box]  
 Witness 1

[Signature Box]  
 Witness 2

[Signature Box]  
 Employer

[Signature Box]  
 Witness 1

[Signature Box]  
 Witness 2

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

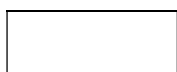
THIS AGREEMENT made at..... on this the ..... day of.....in the year..... between THE BLOUBERG MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by ..... in his capacity as .....and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by ..... in his capacity as .....

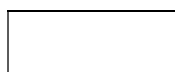
WHEREAS the Employer is desirous that certain works be constructed, viz..... and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

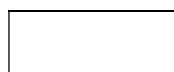
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

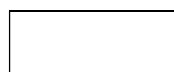
1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract (JBCC, 2000 series).
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 6.10 of the General Conditions of Contract for Construction Works 2015 (3<sup>rd</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 9.1 GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii) Section 37: Acts or omissions by employees or mandatories and

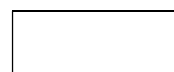
C.5

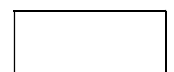
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
    - v) Construction Regulations 2003, and other safety regulations, as applicable.
  - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2 .....

NAME

(IN CAPITALS) 1..... 2 .....

C.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C1.3 GUARANTEE - proforma**

Contract No . . . . .

WHEREAS **The Blouberg Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

. . . . .  
(Hereinafter called “the Contactor”) on the . . . . . day of . . . . . 20.....

for **Construction Of Towerfontein Creche** in Blouberg Municipality of the Limpopo Province.

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS . . . . . has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE . . . . . do hereby

guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of:

C.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....  
..... Rand (in words);

R. .... (in figures)

- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....  
.....

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

on this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....

As witnesses:

1 .....

2 .....

C.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.4 CONTRACT DATA**

**C1.4.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering.(GCC).

The Joint Building Contracts Committee for building works (Series 2000 of 2007) Published by the Joint Building Contracts Committee South Africa (JBCC).

**Section 1: Data provided by the Employer**

| Clause              | Data   |
|---------------------|--|
| 1.1.1.1.13          | The Defects Liability Period is <b>12</b> months.  |
| 1.1.1.1.15          | The Name of the Employer is Blouberg Local Municipality  |
| 1.1.1.1.26          | Pricing Strategy is fixed Contract.  |
| 1.2.1.2             | The address of the Employer is:<br>Private Bag x 1593<br><b>SENWABARWANA,</b><br>0970<br>Tel: (015) 505 7100<br>Fax: (015) 505 0296  |
| 1.1.1.16<br>1.2.1.2 | The name of the Engineer is: Dikgabo Consulting Engineers<br>The address of the Engineer is:<br>P O Box 1365<br><b>GALLO MANOR,</b><br>2052<br>Tel: (011) 656 4075<br>Fax: (086) 550 7497                  |
| 5.3.1               | The documentations required before commencement with works execution are:<br>Healthy and Safety Plan (Ref to Clause 4.3)<br>Initial Programme (Ref to Clause 5.6)<br>Security/Gurantee (Ref to Clause 6.2) |

C.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



|                  |  |
|------------------|--|
|                  | Insurance (Ref to Clause 8.6)<br>And other requirements  |
| <b>5.3.2</b>     | The time to submit documentation required before commencement with works execution is 14 days.   |
| <b>5.8.1</b>     | The non-working days are Sundays and the special non-working days are official builder's holiday plus all statutory public holidays.<br><br>The year end break commences on 15 <sup>th</sup> December and the first Monday of the subsequent year.   |
| <b>5.13.1</b>    | The penalty for failing to complete the works is <b>R 1000.00 per day.</b>   |
| <b>6.2</b>       | The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).   |
| <b>6.2</b>       | The liability of the guarantee shall be <b>10 %</b> .  |
| <b>6.10.1.5</b>  | The percentage advance on materials not yet built into the Permanent Works is <b>80 %</b> .  |
| <b>6.10.3</b>    | The limit of retention money is <b>10 %</b> of the contract value.`  |
| <b>8.6.1.1.2</b> | The value of the materials supplied by the Employer to be included in the insurance sum is nil.  |
| <b>8.6.1.1.3</b> | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.  |
| <b>8.6.1.3</b>   | The limit of indemnity for liability insurance is <b>R 0.00</b>  |
|                  | The Works shall be completed within <b>4 Months.</b>   |
| <b>5.12.2.2</b>  | <b>The additional clauses to the General Conditions of Contract are:</b><br><br>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:<br><br>$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$<br>Where: |

C.11

[Signature Box]  
Contractor

[Signature Box]  
Witness 1

[Signature Box]  
Witness 2

[Signature Box]  
Employer

[Signature Box]  
Witness 1

[Signature Box]  
Witness 2

|                 |  |
|-----------------|--|
|                 | <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> |
| <b>5.12.2.2</b> | A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the  |

C.12

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

|  |  |
|--|--|
|  | critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ..... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days. |
|--|--|

**ADDITION**

**C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

**REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER**

Clause 3.13: The Engineer is required to obtain the specific approval of the Employer for the following:

- a) Nominating the Engineer's Representative in terms of CI 3.2.1.
- b) Delegation of Engineer's authority in terms of CI 3.2.4.
- c) The issuing of instructions for dealing with fossils and the like in terms of CI 4.7.1
- d) The issuing of an instruction to accelerate progress in terms of CI 5.7.3.
- e) Granting permission to work during non-working times in terms of CI 5.8.1.
- f) The issuing of further drawings or instructions in terms of CI 5.9.1.
- g) Suspend the progress of the works in terms of CI 5.11.1.
- h) The reduction of a penalty for delay in terms of CI 5.13.2.
- i) The issuing of a variation order in terms of CI 6.3.2.
- a. Issuing of instructions to carry out work on a daywork basis in terms of CI 6.4.1.4.
- j) The determination of additional or reduced costs arising from changes in legislation in terms of CI 6.8.4.
- k) The agreeing of the adjustment of the sums for general items in terms of CI 6.11.
- l) Authorizing the Contractor to repair and make good excepted risks in terms of CI 8.2.2.
- m) The giving of a ruling on a contractor's claim in terms of CI 10.1.5.
- n) The agreeing of an extension to the 28 period in terms of CI 10.1.5.1.
- o) The inclusion of credits in the next payment certificate in terms of CI 10.1.5.2.

Clause 6.2: The Guarantee shall be delivered within 14 days after receipt of the Acceptance document from the Employer.

Clause 6.2: The Liability of the Guarantee shall be for 10% of the Accepted Tender Sum.

C.13

[Signature Box]  
Contractor

[Signature Box]  
Witness 1

[Signature Box]  
Witness 2

[Signature Box]  
Employer

[Signature Box]  
Witness 1

[Signature Box]  
Witness 2

- Clause 5.3: The contractor shall commence executing the work within 14 days of the Commencement date.
- Clause 5.6.1 & 5.6.2: The Contractor shall deliver to the Engineer, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2.
- Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **NIL**
- Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.
- Clause 8.6.1.3: The limit of indemnity for liability insurance required should not be less than the contract amount.
- Clause 5.13.1: The penalty for failing to complete the works is 0.05 % of the Total Tender Sum per Calendar Day
- Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:
- $$\text{Contract Price Adjustment Factor} = (1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$
- rounded off to the fourth decimal place.
- Coefficients for calculating Contract price Adjustment Factor shall be:
- Value of x is 0.10
- a = 0.15      b = 0.20                      c = 0.55      d = 0.10
- L is the "Labour Index" and shall be the "Consumer Price Index – for Polokwane Area" In Release P 0141.1 Table 21
- The base month is: "the month prior to the closing of the Tender"
- No Contract price Adjustment will be done if contract period is less than 7 months.
- Clause 6.83: Price adjustments for variations in the costs of special materials are not allowed.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%
- Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 10 %, excluding contract price adjustment, contingencies and VAT, and limited to 10% of the contract amount, excluding contract price adjustment, contingencies and VAT.
- Clause 6.10.5: A Retention money guarantee will be not permitted.
- Clause 7.8.1: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.

C.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 10.7.1 Dispute resolution shall be by Adjudication.

Clause 10.7.1: Dispute Resolution shall be by Adjudication.

C.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Section 2: Data provided by the Contractor**

| <b>Clause</b>     |   |                                  |        |                                  |  |  |  |  |  |  |
|-------------------|---|----------------------------------|--------|----------------------------------|--|--|--|--|--|--|
| 1.1.8             | The contractor is .....   |                                  |        |                                  |  |  |  |  |  |  |
| 1.2               | The contractor's address for receipt of communication is:<br>Telephone: ..... Facsimile: .....<br>e-mail: .....<br>Address: .....   |                                  |        |                                  |  |  |  |  |  |  |
| 37.2.2.3          | The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%.   |                                  |        |                                  |  |  |  |  |  |  |
| 42.1              | The Works shall be completed within ..... months as proposed by the contractor.   |                                  |        |                                  |  |  |  |  |  |  |
| 46.3              | <p>The variation in cost of special material is:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 45%;">SPECIAL MATERIALS</th> <th style="width: 20%;">UNIT *</th> <th style="width: 35%;">RATE OR PRICE FOR THE BASE MONTH</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>* Indicate whether the material will be delivered in bulk or in containers.</p> | SPECIAL MATERIALS                | UNIT * | RATE OR PRICE FOR THE BASE MONTH |  |  |  |  |  |  |
| SPECIAL MATERIALS | UNIT *  | RATE OR PRICE FOR THE BASE MONTH |        |                                  |  |  |  |  |  |  |
|                   |   |                                  |        |                                  |  |  |  |  |  |  |
|                   |   |                                  |        |                                  |  |  |  |  |  |  |

[ ]  
Contractor

[ ]  
Witness 1

[ ]  
Witness 2

[ ]  
Employer

[ ]  
Witness 1

[ ]  
Witness 2

## C1.2.1 CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - (3<sup>rd</sup> Edition 2015)", issued by the South African Institution of Civil Engineering (Short title: "General Conditions of Contract 2015") and **JBCC, 2000 Series** and can be obtained from:

### SAICE

Waterfall Park

Howick Gardens

Vorna Valley Half way House

Becker Street

MIDRAND

1685

Gauteng Province

Tel: (011) 805-5947/8

Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

### SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

C.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

### 2.1 General

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

#### 2.1.1 Cession (CL 2.5.1)

Delete the words “without the written consent of the other”.

#### 2.1.2 Contractor’s Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12 :

“Where a form is included in the Appendix to the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

The Contractor’s Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Engineer in writing shall not be replaced or removed from Site without the written approval of the Engineer.”

#### 2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

“Failure on the part of the Contractor to deliver to the Engineer, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

#### 2.1.4 Contractor’s Designs and Drawings (CL 5.9.7)

“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice

and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”



2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.4 to Clause 5.11:

“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.

The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.

If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”

2.1.6 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2 :

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula :

$$V = (Nw - Nn) + \frac{Rw - Rn}{x}$$

V = Extension of time in calendar days for the calendar month under consideration

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded

Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records

x = 20

The rainfall records which shall provisionally be accepted for calculation purposes are:

Based on records taken at: **Rainfall Station: Modjadji [0679608 8] Lat: -23.63 Lon: 30.35 Years of record: 1991 – 2001**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Month     | Average rainfall for calendar month<br>Rn | Average number of days for calendar month on which a rainfall of 10 mm or more were recorded<br>Nn |
|-----------|---|--|
|           | (mm)                                      | (days)   |
| January   | 162.8                                     | 4  |
| February  | 172.2                                     | 3.6  |
| March     | R 86                                      | 2.5  |
| April     | 29.13                                     | 0.7  |
| May       | 10.7                                      | 0.4  |
| June      | 5.55                                      | 0.2  |
| July      | 3.7                                       | 0.1  |
| August    | 8.2                                       | 0.2  |
| September | 10.55                                     | 0.4  |
| October   | 47.41                                     | 1.5  |
| November  | 84.56                                     | 3.4  |
| December  | 127.5                                     | 4  |

The factor  $(N_w - N_n)$  shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor  $(R_w - R_n)/x$  shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of  $N_n$  and  $R_n$ ."

2.1.7 Guarantee (Security) (CL 6.1)

C.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Delete the contents of the first paragraph of Clause 6.2 and insert:

“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract.”

2.1.8 Variations (CL 6.3)

Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.

2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph :

“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer”.

Add to the end of Clause 6.10.1.5 the following paragraph:

“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”

2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words “15 per cent” and replace with “20 per cent”.

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Delete sub-clause 8.6.6 and substitute with:

“The Contractor shall before commencement of the Works produce to the Engineer:

8.6.6.1 The policies by which the insurances are effected,

8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and

8.6.6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.”

2.1.11.2 Remedy of Contractor’s failure to insure

Delete sub-clause 8.6.7 and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract.”

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,

Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or

9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or

9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or

9.2.1.5 The Contractor has abandoned the Contract

9.2.2 If the Contractor:

9.2.2.1 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or

9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or

9.2.2.3 Has failed to proceed with the Works with due diligence, or

9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or

9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or

9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer’s instructions to the contrary, sublet any part of the Contract, or

9.2.2.7 Has assigned the Contract or any part thereof without the Employer’s consent in writing, then the Employer may give the Contractor 14 days notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

- 9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word “writing” in Clause 55.2.7 above.
- 9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer.”

2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."

**3. PRIORITY OF DOCUMENTS**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract  
within the Contract Data.
- d) the General Conditions of Contract.
- e) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

C.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART C2: PRICING DATA

|      |                            |      |
|------|----------------------------|------|
| C2.1 | PRICING INSTRUCTIONS ..... | C.27 |
| C2.2 | BILL OF QUANTITIES .....   | C.31 |

C.26

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## C 2.1 PRICING INSTRUCTIONS

1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

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

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump

C.27

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the net measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

|                      |   |                       |
|----------------------|---|-----------------------|
| mm                   | = | millimetre            |
| m                    | = | metre                 |
| km                   | = | kilometre             |
| km-pass              | = | kilometre-pass        |
| m <sup>2</sup>       | = | square metre          |
| m <sup>2</sup> -pass | = | square metre pass     |
| ha                   | = | hectare               |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> km    | = | cubic metre kilometre |
| l                    | = | litre                 |
| kl                   | = | kilolitre             |
| kg                   | = | kilogram              |
| t                    | = | ton (1000 kg)         |
| No                   | = | number                |
| mn                   | = | meganewton            |
| mn-m                 | = | meganewton-metre      |
| %                    | = | per cent              |
| kW                   | = | kilowatt              |
| Kn                   | = | kilonewton            |
| PC sum               | = | prime cost sum        |
| Prov sum             | = | provisional sum       |

C.29

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.
- Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.
- 16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a breach to the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 17 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.

C.30

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C2.2 BILL OF QUANTITIES**

C.31

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| ITEM NO.    | DESCRIPTION  | UNIT                                  | QTY | RATE | AMOUNT                                    |
|-------------|--|---------------------------------------|-----|------|---|
| <b>1200</b> | <b><u>GENERAL REQUIREMENTS AND PROVISION</u></b>   |                                       |     |      |   |
| B12.01      | Provision for a Community Liaison Officer<br>(a) Provisional sum for the payment and training of the Community Liaison Officer<br>(b)  | Prov Sum<br>%                         |     |      | R 20,000.00                               |
| B12.02      | Provision for cost of attending Steering Committee meetings<br>(a) Provisional sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings<br>(b) Handling cost and profit in respect of subitem B12.02(a) | Prov Sum<br>%                         |     |      | R 3,500.00                                |
| B12.03      | Construction works nameboard<br>(a) Provide and install construction works name board<br>a Handling cost and profit in respect of subitem B12.03(a)  | No<br>%                               | 1   |      |   |
| B12.04      | Labourers<br>(a) Skilled<br>(b) Semi-skilled<br>(c) Unskilled<br>(d) Handling cost and profit in respect of subitem B12.04 (a) & (b)   | Prov Sum<br>Prov Sum<br>Prov Sum<br>% |     |      | R 96,000.00<br>R 14,400.00<br>R 89,600.00 |
| B12.05      | (a) Provision for closing ceremony including name plaque.<br>(b) Handling cost and profit in respect of subitem B12.05 (a)   | Prov Sum<br>%                         |     |      | R 20,000.00                               |
| B12.05      | (a) Provision for Geotechnical Investigation<br>(b) Handling cost and profit in respect of subitem B12.05 (a)  | Prov Sum<br>%                         |     |      | R 30,000.00                               |
| B12.05      | (a) Provision for Enviromental Impact Assessment<br>(b) Handling cost and profit in respect of subitem B12.05 (a)  | Prov Sum<br>%                         |     |      | R 95,000.00                               |
| B12.06      | (a) Provision for Safety Representative<br>(b) Handling cost and profit in respect of subitem B12.06 (a)   | Prov Sum<br>%                         |     |      | R 11,600.00                               |
|             | <b>TOTAL CARRIED FORWARD TO SUMMARY</b>  |                                       |     |      |   |

**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| ITEM NO.                                | DESCRIPTION  | UNIT           | QTY | RATE | AMOUNT     |
|---|--|----------------|-----|------|------------|
| <b>1300</b>                             | <b><u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></b>   |                |     |      |            |
| B13.01                                  | The Contractor's general obligations:  |                |     |      |            |
|   | (a) Fixed obligations  | L/Sum          |     |      |            |
|   | (b) Value-related obligations  | L/Sum          |     |      |            |
|   | (c) Time-related obligations   | Month          | 4   |      |            |
|   | NOTE:<br>The combined total tendered for subitems B13.01 (a), (b) and (c) shall not exceed 15% of the Tender Sum, (excluding VAT). |                |     |      |            |
| B13.02                                  | Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations                 | Prov Sum       |     |      | R 5,000.00 |
| B13.03                                  | Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.           | Prov Sum       |     |      | R 8,000.00 |
| B13.04                                  | Submission of the Health and Safety File   | Prov Sum       |     |      | R 5,000.00 |
| B13.05                                  | Handling for item B13.02;03&04   | %              |     |      |            |
| B13.06                                  | Supply PPE clothing for labourers  | No             | 15  |      |            |
| B13.07                                  | Conduct medical tests for labourers  | No             | 15  |      |            |
| B13.08                                  | Office and laboratory accommodation:   |                |     |      |            |
|   | (a) Furnished temporary offices  | m <sup>2</sup> | 5   |      |            |
|   | (b) Temporary Ablution units   | m <sup>2</sup> | 1   |      |            |
| <b>TOTAL CARRIED FORWARD TO SUMMARY</b> |  |                |     |      |            |

BLOUBERG LOCAL MUNICIPALITY  
PROJECT NO. BM07/18/19  
CONSTRUCTION OF TOWERFONTEIN CRECHE

| ITEM NO. | DESCRIPTION  | UNIT           | QTY | RATE | AMOUNT |
|----------|--|----------------|-----|------|--------|
|          | <b><u>BUILDING WORKS</u></b>   |                |     |      |        |
|          | <b><u>FOUNDATION</u></b>   |                |     |      |        |
|          | <b><u>PREAMBLES</u></b>  |                |     |      |        |
|          | For preambles see "Specifications of material and methods to be used - PW371   |                |     |      |        |
|          | <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |                |     |      |        |
|          | <b>Site clearance</b>  |                |     |      |        |
| 1(LIC)   | Removing rubbish, debris, vegetation, hedges, shrubs, digging up and grub large trees not exceeding 200mm girth, bush etc  | m <sup>2</sup> | 250 |      |        |
|          | <b><u>EXCAVATION, FILLING ETC</u></b>  |                |     |      |        |
|          | <b><u>Excavation in earth not exceeding 2m deep</u></b>  |                |     |      |        |
| 2(LIC)   | Trenches   | m <sup>3</sup> | 65  |      |        |
|          | <b><u>Extra oewr trench and hole excavation in earth for excavation in:</u></b>  |                |     |      |        |
| 3(LIC)   | Soft rock  | m <sup>3</sup> | 5   |      |        |
| 4(LIC)   | Hard rock  | m <sup>3</sup> | 5   |      |        |
|          | <b><u>Keeping excavations free of water</u></b>  |                |     |      |        |
| 5(LIC)   | Keeping excavation free of all water other than subterranean water   | m <sup>3</sup> | 65  |      |        |
|          | <b><u>Prescribed density test on filling</u></b>   |                |     |      |        |
| 6(LIC)   | "Modified AASHTO Density" test   | no             | 4   |      |        |
|          | <b><u>COMPACTION</u></b>   |                |     |      |        |
| 7(LIC)   | To bottom and sides of trenches etc  | m <sup>2</sup> | 100 |      |        |
|          | <b><u>SOIL POISONING</u></b>   |                |     |      |        |
| 8(LIC)   | Underfloors etc including forming and poisoning shallow furrow against foundation wall etc, filling in furrows and ramming | m <sup>2</sup> | 240 |      |        |
|          | <b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACED</u></b>  |                |     |      |        |
| 1(LIC)   | Blinding layer - 75mm thick (20 Mpa)   | m <sup>3</sup> | 6   |      |        |
|          | <b><u>25MPa /19mm concrete</u></b>   |                |     |      |        |
| 2(LIC)   | Concrete Strip footings (700 x 300)  | m <sup>3</sup> | 25  |      |        |
|          | <b><u>BRICKWORK IN FOUNDATION</u></b>  |                |     |      |        |
| 3(LIC)   | Brickworks   | m <sup>2</sup> | 90  |      |        |
|          | <b><u>COMPACTION</u></b>   |                |     |      |        |
| 1(LIC)   | Compaction of the surface bed  | m <sup>2</sup> | 240 |      |        |
| 2(LIC)   | 250 Micro Consol plastic gunplas USB GREEN (Water proof membrane sealed at laps by gunplas pressure                        | m <sup>2</sup> | 230 |      |        |
|          | <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b>  |                |     |      |        |



**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| ITEM NO.  | DESCRIPTION   | UNIT           | QTY | Rate | Amount |
|---|---|----------------|-----|------|--------|
| <b>TOTAL BROUGHT FORWARD</b>                    |   |                |     |      |        |
|   | <b><u>REINFORCEMENT</u></b>   |                |     |      |        |
| 1(LIC)  | a) Mesh Ref 193   | m <sup>2</sup> | 230 |      |        |
|   | <b><u>25MPa/19mm concrete</u></b>   |                |     |      |        |
| 1(LIC)  | Cast in slab mass concrete  | m <sup>3</sup> | 25  |      |        |
| 2(LIC)  | Apron on slab   | m <sup>3</sup> | 9   |      |        |
|   | <b><u>TEST TUBES</u></b>  |                |     |      |        |
|   | Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing laboratory for testing and paying all charges in connection therewith | Sets           | 4   |      |        |
| <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b> |   |                |     |      |        |

BLOUBERG LOCAL MUNICIPALITY

PROJECT NO. BM07/18/19

CONSTRUCTION OF TOWERFONTEIN CRECHE

| ITEM NO. | DESCRIPTION  | UNIT           | QTY  | Rate | Amount |
|----------|--|----------------|------|------|--------|
|          | <b><u>SUPERSTRUCTURE</u></b>   |                |      |      |        |
|          | <b><u>BRICKWORK (NFP)</u></b>  |                |      |      |        |
|          | <b><u>Brickwork of NFP bricks in class II mortar</u></b>   |                |      |      |        |
| 1(LIC)   | 4 x 110 x 110 mm brickwork with 10 mm mortar between brickwork.  |                |      |      |        |
| 2(LIC)   | External wall(double wall)   | m <sup>2</sup> | 234  |      |        |
| 3(LIC)   | Internal walls(single wall)  | m <sup>2</sup> | 165  |      |        |
|          | <b><u>WATER PROOFING</u></b>   |                |      |      |        |
|          | For preambles see "Specifications of material and methods to be used - PW371"                            |                |      |      |        |
|          | <b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b>  |                |      |      |        |
|          | <b><u>One layer of 375 micro " Consol plastics Brikgrip DPC" embossed damp proof course In walls</u></b> |                |      |      |        |
| 1 (LIC)  | PVC damp course 114 SABS Black   | no             | 2    |      |        |
| 2(LIC)   | PVC damp course 228 SABS Black   | no             | 3    |      |        |
|          | <b><u>BRICKWORK SUNDRIES</u></b>   |                |      |      |        |
|          | <b><u>Brickwork reinforcement</u></b>  |                |      |      |        |
| 1 (LIC)  | Brick force 2.8X75mm 20MT SABS   | no             | 45   |      |        |
| 2 (LIC)  | Brick force 2.8 X 150mm 20M SABS   | no             | 65   |      |        |
| 3(LIC)   | 115mm Wide reinforcement built in horinzotally (internal)  | m              | 2000 |      |        |
| 4(LIC)   | 150mm Wide reinforcement built in horizontally (external)  | m              | 2000 |      |        |
| 5(LIC)   | 10mm Expansion joint around the perimeter filled by treated bitumen impregnanted softboard               | m              | 200  |      |        |
| 6(LIC)   | 100mm steel float concrete surface bed casted on bays of not more than 3000mm.                           | m <sup>2</sup> | 240  |      |        |
|          | <b><u>BRICKWORK</u></b>  |                |      |      |        |
| 1(LIC)   | Windows sills sloping and slightly projecting outside  | m              | 65   |      |        |
| 2(LIC)   | Brick lintels  | m              | 22   |      |        |
|          | <b><u>Masonry Plastering</u></b>   |                |      |      |        |
| 3(LIC)   | Mortar for plastering(internal & external for the whole building)  | m <sup>2</sup> | 798  |      |        |
|          | <b><u>CONCRETE IN SUNDRIES</u></b>   |                |      |      |        |
|          | <b><u>Finishing top surface of concrete rough with a wood float</u></b>                                  |                |      |      |        |
| 4(LIC)   | Surface beds, slabs, etc to falls  | m <sup>2</sup> | 240  |      |        |
|          | <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b>  |                |      |      |        |

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| ITEM NO.  | DESCRIPTION  | UNIT | QTY | Rate | Amount |
|---|--|------|-----|------|--------|
| <b>TOTAL BROUGHT FORWARD</b>                    |  |      |     |      |        |
|   | <b><u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u></b>  |      |     |      |        |
| 5(LIC)  | <b><u>Rough Formwork to sides:</u></b><br>Edges, risers, ends and reveals not exceeding 300mm high or wide (class F2 rough)                            | m    | 10  |      |        |
|   | <b><u>MOVEMENTS JOINTS ETC</u></b>   |      |     |      |        |
| 6(LIC)  | <b><u>Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces</u></b><br>15mm Joints not exceeding 300mm high | m    | 10  |      |        |
| <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b> |  |      |     |      |        |

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| ITEM NO. | DESCRIPTION  | UNIT | QTY | Rate | Amount |
|----------|--|------|-----|------|--------|
|          | <b><u>PLUMBING AND DRAINAGE</u></b>  |      |     |      |        |
|          | <b><u>PREAMBLES</u></b>  |      |     |      |        |
|          | For preambles see "Specification of material and methods to be used- PW371"              |      |     |      |        |
| (LIC)    | <b><u>PLUMBING</u></b>   |      |     |      |        |
| 1        | Pan white hibiscus CC  | No   | 2   |      |        |
| 2        | Pan white hibiscus CC ( must be suitable to be used by children)                         | No   | 2   |      |        |
| 3        | Cistern white 9l hibiscus -V comp  | No   | 4   |      |        |
| 4        | Vaal hibiscus basin white  | No   | 4   |      |        |
| 5        | Pedestals white classic vaal   | No   | 2   |      |        |
| 6        | SS Deb sink 1200 x 460 dominox D/IN  | No   | 1   |      |        |
| 7        | Toilet seat champagne DPE econ ( must be suitable to be used by children)                | No   | 2   |      |        |
| 8        | Urinal flat back white shanks  | No   | 2   |      |        |
| 9        | FJ5.4 urinal T/pipe C / V ( must be suitable to be used by children)                     | No   | 2   |      |        |
| 10       | Flushmaster FJ6000 U/VALVE   | No   | 4   |      |        |
| 10       | Both white 1700 chanel with handles  | No   | 2   |      |        |
| 11       | Supply and install 100 litres gyser complete with fittings                               | No   | 1   |      |        |
| 12       | Supply and install stainless steel toilet roll holders                                   | No   | 6   |      |        |
|          | <b>Allow PC R 2,650/fitting for pipework</b><br><i>No pipework measured or indicated</i> | No   | 13  |      |        |
|          | <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b>  |      |     |      |        |

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| ITEM NO. | DESCRIPTION   | UNIT  | QTY | Rate | Amount |
|----------|---|-------|-----|------|--------|
|          | <b><u>ELECTRICAL INSTALLATION</u></b>   |       |     |      |        |
|          | <b><u>Cable sleeves</u></b>   |       |     |      |        |
|          | Supply and installation of PVC cabling sleeves as sleeving systems through floor construction, as entry sleeve system to power distribution boards and all other cable services, sleeves to be complete with standard large radius sleeve bends   |       |     |      |        |
| 1        | 75mm Diameter   | m     | 100 |      |        |
|          | <b><u>DRAW WIRES</u></b>  |       |     |      |        |
| 2(LIC)   | Supply and installation of 0.6mm diameter galvanised draw wires in sleeves system runs.   | m     | 106 |      |        |
|          | <b><u>DISTRIBUTION BOARDS</u></b>   |       |     |      |        |
| 3        | Supply, delivery to site, storage installation of the flush mounted architrave steel type power distribution boards complete with flush trays, doors, switch gear mounting trays, copper busbars, neutral and earth bars, correctly sized internal PVC wiring, labelling and legend cards | no    | 1   |      |        |
|          | <b><u>ELECTRICAL WORK</u></b>   |       |     |      |        |
| 4(LIC)   | Eskom electrical connection   | P/Sum | 1   |      |        |
|          | <b><u>PREAMBLES</u></b>   |       |     |      |        |
|          | For preambles see "Specification of material and methods to be used-PW371"  |       |     |      |        |
| 5        | Surge diverters (20KA)  | no    | 1   |      |        |
| 6        | 10A (5KA) circuit breaker   | no    | 4   |      |        |
| 7        | 20A (5KA) circuit breaker   | no    | 4   |      |        |
| 8        | 60A (5KA) circuit breaker earth leakage   | no    | 1   |      |        |
| 9        | Approved 16A photo cell   | no    | 1   |      |        |
| 10       | 30A stove circuit breaker.  | no    | 1   |      |        |
| 11       | 30A geyser circuit breaker.   | no    | 1   |      |        |
|          | <b><u>CABLES, ETC</u></b>   |       |     |      |        |
| 12       | Rates for cables must include for supply, delivery and installation (excavated for trenches elsewhere measured)   |       |     |      |        |
|          | <b><u>PVC/SWA/PVC cables including allowance for slack laid in trenches or sleeves (Excavation elsewhere measured)</u></b>  |       |     |      |        |
| 13       | 10 mm x 2 Core cable  | no    | 11  |      |        |
|          | <b><u>Cable ends including cable glands, terminations, connections, etc</u></b>   |       |     |      |        |
| 14       | 10 mm x 2 Core cable  | no    | 11  |      |        |
|          | <b><u>Bare copper earth wires laid cables in trenches or sleeves</u></b>  |       |     |      |        |
| 15(LIC)  | 10mm Earth wire   | m     | 20  |      |        |
|          | <b>TOTAL CARRIED FORWARD</b>  |       |     |      |        |

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| ITEM NO.                     | DESCRIPTION  | UNIT | QTY | Rate | Amount |
|------------------------------|--|------|-----|------|--------|
| <b>TOTAL BROUGHT FORWARD</b> |  |      |     |      |        |
| 16                           | <b>CONDUIT</b><br>Supply and installation of SABS approved solid black enamelled, solid galvanised or PVC conduits complete with all required conduit accessories. Conduit accessories. Conduits to be cast into concrete or steel surface or fixed inside ceiling spaces on timber work. All tendered rates must make allowances for wastage: |      |     |      |        |
|                              | <b>Built or chase into brickwork</b>   |      |     |      |        |
| 17(LIC)                      | 20mm Diameter  | m    | 110 |      |        |
| 18(LIC)                      | 25mm Diameter  | m    | 80  |      |        |
|                              | <b>In ceiling space on timber work</b>   |      |     |      |        |
| 19(LIC)                      | 20mm Diameter  | m    | 100 |      |        |
|                              | <b>Flush mounted type:</b>   |      |     |      |        |
| 20                           | 4 x 2mm lights   | no   | 6   |      |        |
| 21                           | 4 x 4mm plugs  | no   | 8   |      |        |
|                              | <b>PVC WIRING</b>  |      |     |      |        |
|                              | <b>PVC wiring in conduits</b>  |      |     |      |        |
| 22(LIC)                      | 2.5mm  | m    | 39  |      |        |
| 23(LIC)                      | 4mm  | m    | 50  |      |        |
|                              | <b>LIGHT SWITCHES</b>  |      |     |      |        |
|                              | Supply and installation of SABS approved type 16A flush and surface type lightswitches. Final paint finishes shall be confirmed at a later stage, allowance shall however be made as specified in the general specification. All boxes for flush mounting measured elsewhere.  |      |     |      |        |
| 24                           | 1 Lever 1 way  | no   | 6   |      |        |
| 25                           | 1 Lever 2 way  | no   | 4   |      |        |
| 26                           | 2 Lever 2 way  | no   | 1   |      |        |
| 27                           | 3 Lever 2 way  | no   | 1   |      |        |
| 28                           | 4 Lever 2 way  | no   | 1   |      |        |
|                              | <b>SOCKET OUTLETS</b>  |      |     |      |        |
|                              | Supply and installation of SABS approved switched and un switched type flush and surface mounted type 16A switched sockets outlets suitable for mounting in flush steel wall boxes or in steel pedestal units or on surfaces.  |      |     |      |        |
|                              | The final colour of the paint finish shall be confirmed at a later stage, allowances shall be made as specified in the specification.  |      |     |      |        |
|                              | All flush type boxes and specials pedestals measured elsewhere.  |      |     |      |        |
|                              | <b>Flush switched socket type</b>  |      |     |      |        |
| 29                           | Double 15 A 3 pin socket outlets.  | no   | 9   |      |        |
| <b>TOTAL CARRIED FORWARD</b> |  |      |     |      |        |

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|---|--|------|------|------|--------|
| <b>TOTAL BROUGHT FORWARD</b>                    |  |      |      |      |        |
|   | <b><u>LIGHT FITTINGS</u></b>   |      |      |      |        |
|   | Supply, delivery to site, storage and installation of the below specified light fitting complete with lamps or tubes. Allowances must be made in the rates for all the required fixing material and accessories. |      |      |      |        |
|   | Fittings to be equal and similar approved to be below quoted manufacturer.   |      |      |      |        |
|   | <b><u>Flourescent Fittings:</u></b>  |      |      |      |        |
| 30  | 1.2m Type F2 Fittings- 36 Watt   | no   | 4    |      |        |
|   | Double flourescent light fitting 1500mm long complete  | no   | 7    |      |        |
|   | <b><u>Bulkhead fittings</u></b>  |      |      |      |        |
| 31  | Exterior type flush mounted round bulkhead fitting- 100 Watt   | no   | 5    |      |        |
|   | <b><u>ELECTRICAL TESTS</u></b>   |      |      |      |        |
|   | Making provision for the required inspections tests and the commissioning of the complete installation and the issuing of the required certificate.  |      |      |      |        |
| 32  | Building installations   |      | Item |      |        |
| 33  | Ceiling mounted light fitting  | no   | 16   |      |        |
| 34  | Waterproof wall mounted light fitting 2100mm below top of plant box  | no   | 5    |      |        |
| 35  | Single 15 AMP plugpoint  | no   | 9    |      |        |
| 36  | Single 30 AMP plugpoint  | no   | 1    |      |        |
| <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b> |  |      |      |      |        |

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| ITEM NO. | DESCRIPTION  | UNIT | QTY | Rate | Amount |
|----------|--|------|-----|------|--------|
|          | <b><u>METALWORK</u></b>  |      |     |      |        |
|          | <b><u>PREAMBLES</u></b>  |      |     |      |        |
|          | For preambles see "Specification of material and methods to be used-PW371" |      |     |      |        |
|          | <b><u>DOORS and WINDOWS</u></b>  |      |     |      |        |
|          | <b><u>STEEL WINDOWS</u></b>  |      |     |      |        |
|          | <b><u>Standard residential windows</u></b>                                 |      |     |      |        |
| 1        | C1 H-Duty window frame NTY   | no   | 6   |      |        |
| 2        | C2F H/Duty window NTY  | no   | 4   |      |        |
| 3        | C4F window H/Duty NTY  | no   | 8   |      |        |
| 4        | C5F QT window frame NTY  | no   | 2   |      |        |
| 5        | C7 H/D window frame NTY  | no   | 3   |      |        |
| 6        | Supply and intall B Bar flat (20X5) BIC (burglar bars)                     | no   | 39  |      |        |
|          | <b><u>PRESSED STEEL DOORS FRAMES</u></b>                                   |      |     |      |        |
|          | <b><u>1.2MM Rebated frames suitable for one brick walls</u></b>            |      |     |      |        |
| 1        | MER Door F/L F/B 1613 x 2032   | no   | 1   |      |        |
| 2        | MER Door F/L F/B 813 x 2032  | no   | 1   |      |        |
| 3        | Door 1613 x 2032 x 230 1.6 mm NTY  | no   | 1   |      |        |
| 4        | Steel Door frame 813 x 2032 x 230 1.6mm                                    | no   | 1   |      |        |
| 5        | Steel Door frame 1511 x 2032 x 115 3 10R/H & 3L/H                          | no   | 13  |      |        |
| 6        | Door solid 914 x 2032 Masonite   | no   | 2   |      |        |
| 7        | H/C Mesonite Door 813 x 2032   | no   | 13  |      |        |
|          | Supply and install burglar doors as per drawing BM06                       | no   | 6   |      |        |
|          | <b><u>IRONMOGERY</u></b>   |      |     |      |        |
|          | <b><u>PREAMBLES</u></b>  |      |     |      |        |
|          | For preambles see "Specification of material and methods to be used-PW371" |      |     |      |        |
|          | <b><u>LOCKS</u></b>  |      |     |      |        |
|          | <b><u>"Approved"</u></b>   |      |     |      |        |
| 1        | DCLSA Naples 2levers lockset SABS  | no   | 18  |      |        |
|          | <b><u>ROOF MATERIAL</u></b>  |      |     |      |        |
|          | <b><u>ROOF TRUSSES</u></b>   |      | 525 |      |        |
| (LIC)    | Roof truss direct /set including:  | Sum  | 1   |      |        |
|          | <b><u>METAL WORK DETAILS</u></b>   |      |     |      |        |
|          | Ezibrace(TC) 3.9m  | EA   | 20  |      | incl   |
|          | Ezistrap 10m   | Roll | 2   |      | incl   |
|          | Mitreplate   | EA   | 60  |      | incl   |
|          | Multigrip  | EA   | 60  |      | incl   |
|          | Cyclone tie 900mm  | EA   | 21  |      | incl   |
|          | 40x90 Jst Hanger Nails 3.19KN  | EA   | 5   |      | incl   |
|          | 40x90 Jst Hanger Nailed 6.39KN   | EA   | 2   |      | incl   |
|          | 40x90 Jst Hanger Bolted 4.5KN  | EA   | 25  |      | incl   |
|          | 40x165 Jst Hanger Bolted 9KN   | EA   | 130 |      | incl   |
|          | Limstate 12KN  | EA   | 2   |      | incl   |
|          | <b>TOTAL CARRIED FORWARD</b>   |      |     |      |        |



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|---|---------------------------------|------|------|------|--------|
| <b>TOTAL BROUGHT FORWARD</b>                    |                                 |      |      |      |        |
|   | Limstate 20KN                   | EA   | 1    |      | incl   |
|   | Multigrip Hip Connections       | EA   | 2    |      | incl   |
|   | M12x100mm Bolts                 | EA   | 65   |      | incl   |
|   | M12x150mm Bolts                 | EA   | 59   |      | incl   |
|   | 40x40 Square Washers            | EA   | 110  |      | incl   |
|   | Rink Shank Nails 40mm           | kg   | 7    |      | incl   |
| <b>SUNDRR TIMBER</b>                            |                                 |      |      |      |        |
|   | 38x38 Intermediate ValleyRunner | m    | 48   |      | incl   |
|   | 38x38 Battens                   | m    | 1060 |      | incl   |
|   | 38x50 Tilting Battens           | m    | 80   |      | incl   |
|   | 38x76 Wall Plate                | m    | 90   |      | incl   |
| <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b> |                                 |      |      |      |        |

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|----------|---|------|------|------|--------|
|          | <b><u>MISCELLANEOUS SUNDRY DETAILS</u></b>      |      |      |      |        |
|          | R/Top Velleyiron Galv .450 1.8m                 | EA   | 10   |      | incl   |
|          | 12x225 FC Fascia 3m                             | EA   | 24   |      | incl   |
|          | H-Profile Joiners 12x225mm                      | EA   | 24   |      | incl   |
|          | H-Profile C/Joiners 12x225mm                    | EA   | 12   |      | incl   |
|          | Sisalation                                      | Roll | 8    |      | incl   |
|          | Nails 75mm                                      | kg   | 25   |      | incl   |
|          | Nails 100mm                                     | kg   | 14   |      | incl   |
|          | Carbolinium                                     | /l   | 5    |      | incl   |
|          | <b><u>ROOF COVERING</u></b>                     |      |      |      |        |
|          | Concor Double Roman                             | no   | 3200 |      | incl   |
|          | Concor Tapered Ridge                            | no   | 192  |      | incl   |
|          | Concor Hip Starters                             | no   | 8    |      | incl   |
|          | Oxide   | no   | 6    |      | incl   |
|          | <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b> |      |      |      |        |

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|----------|---|----------------|-----|------|--------|
|          | <b><u>CEILINGS, PARTITION AND ACCESS AND FLOORING</u></b>   |                |     |      |        |
|          | <b><u>PREAMBLES</u></b>   |                |     |      |        |
|          | For preambles see "Specification of material and methods to be used-PW371"  |                |     |      |        |
|          | <b><u>CEILINGS ETC</u></b>  |                |     |      |        |
|          | <b><u>Sawn softwood</u></b>   |                |     |      |        |
| 1(LIC)   | 38 x 114 mm Ceiling joist (Provisional)   | m <sup>2</sup> | 230 |      |        |
| 2        | Nutec Ceiling 3.6 X 1.2 X 4 mm  | no             | 26  |      |        |
| 3(LIC)   | Skirting  | m <sup>2</sup> | 230 |      |        |
|          | <b><u>Wrought softwood</u></b>  |                |     |      |        |
| 4        | 19 x 76mm Cornice nailed  | no             | 180 |      |        |
|          | <b><u>NAILED UP CEILING AND SCREWED UP CEILINGS</u></b>   |                |     |      |        |
|          | <b><u>4mm "Everite Nutec" fibre-cement boards with standard H-type pressed steel jointing strips</u></b>  |                |     |      |        |
| 5(LIC)   | Ceilings including 38 x 38mm sawn softwood brandering at 400mm centres  | m <sup>2</sup> | 250 |      |        |
| 6(LIC)   | Sloping ceilings including 38 x 38mm sawn softwood brandering at 400mm centres.   | m <sup>2</sup> | 20  |      |        |
| 7        | Extra over ceiling for opening for 610 x 610mm trap door of 50 x 76mm wrought softwood rebated framing with one 38 x 38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening. | no             | 4   |      |        |
|          | <b><u>Flooring finishes</u></b>   |                |     |      |        |
| 1(LIC)   | Supply, and install ceramic Floor tiles   | m <sup>2</sup> | 240 |      |        |
|          | <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b>   |                |     |      |        |

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| ITEM NO.  | DESCRIPTION  | UNIT           | QTY | RATE | AMOUNT |
|---|--|----------------|-----|------|--------|
|   | <p><b><u>PAINTWORK</u></b><br/> <b><u>PREAMBLES</u></b></p> <p>For preambles see "Specification of material and methods to be used-PW371"</p> <p><b><u>PAINTWORK ETC TO NEW WORK</u></b><br/> <b><u>ON FIBRE CEMENT</u></b><br/> <b><u>One acrylic filler coat and two coats polyacrylic emulsion paint:</u></b></p> |                |     |      |        |
| 1(LIC)  | On ceilings  | m <sup>2</sup> | 240 |      |        |
|   | <p><b><u>ON METAL</u></b><br/> <b><u>Spot priming defects in pre-primed surfaces with zinc chromate primer and applying one undercoat and two alkyd enamel paint on steel:</u></b></p>   |                |     |      |        |
| 2(LIC)  | On door frames   | m <sup>2</sup> | 21  |      |        |
| 3(LIC)  | On windows   | m <sup>2</sup> | 5   |      |        |
| 4(LIC)  | On gates, grillers, burglar screen, balustrades etc (both side measured over the full flat area)   | m <sup>2</sup> | 7   |      |        |
|   | <p><b><u>ON WOOD</u></b></p>   |                |     |      |        |
| 5(LIC)  | On doors   | m <sup>2</sup> | 32  |      |        |
| 6(LIC)  | On skirting, rails etc not exceeding 300mm girth   | m              | 300 |      |        |
| 7(LIC)  | On the walls in and out  | m <sup>2</sup> | 798 |      |        |
| <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b> |  |                |     |      |        |

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| ITEM NO. | DESCRIPTION  | UNIT                                      | QTY                | RATE | AMOUNT |
|----------|--|---|--------------------|------|--------|
|          | <p><b><u>GLAZING</u></b><br/> <b><u>PREAMBLES</u></b></p> <p>For preambles see "Specification of material and methods to be used-PW371"</p> <p><b><u>GLAZING WITH PUTTY</u></b></p> <p><b><u>4mm Clear float glass</u></b></p> <p>1(LIC) Panes exceeding 0.1 m<sup>2</sup> and not exceeding 0.5m<sup>2</sup></p> <p><b><u>4mm Rough cast glass</u></b></p> <p>2(LIC) Panes exceeding 0.1 m<sup>2</sup> and not exceeding 0.5m<sup>2</sup></p> | <p>m<sup>2</sup></p> <p>m<sup>2</sup></p> | <p>30</p> <p>7</p> |      |        |
|          | <b>TOTAL CARRIED FORWARD TO SECTION SUMMARY</b>  |   |                    |      |        |

**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| ITEM NO.                                | DESCRIPTION                               | UNIT         | QTY | RATE | AMOUNT        |
|---|---|--------------|-----|------|---------------|
| Bill No                                 | <b>SECTION SUMMARY</b>                    | <b>Pg No</b> |     |      | <b>Amount</b> |
|   | <b>Building Works</b>                     |              |     |      |               |
| 1                                       | Foundation                                | 1            |     |      |               |
| 2                                       | Super structure                           | 3            |     |      |               |
| 6                                       | Plumbing and drainage                     | 5            |     |      |               |
| 7                                       | Electrical work                           | 6            |     |      |               |
| 8                                       | Metalwork                                 | 10           |     |      |               |
| 9                                       | Roof Material                             | 11           |     |      |               |
| 10                                      | Ceiling, Partitioning and access flooring | 13           |     |      |               |
| 11                                      | Paintwork                                 | 14           |     |      |               |
| 12                                      | Glazing                                   | 15           |     |      |               |
|   | Total Building Works                      |              |     |      |               |
| <b>TOTAL CARRIED FORWARD TO SUMMARY</b> |   |              |     |      |               |

**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| <b>ITEM NO.</b>                         | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>QTY</b> | <b>RATE</b> | <b>AMOUNT</b> |
|---|---|-------------|------------|-------------|---------------|
| <b>AB006</b>                            | <b><u>FURNITURE</u></b>   |             |            |             |               |
| <b>1</b>                                | <b><u>OFFICE EQUIPMENTS</u></b><br><br>(should be tables and chairs that are suitable for manager's office as per client demands) |             |            |             |               |
| <i>Spec</i>                             | Chairs  | No          | 10         |             |               |
| <i>Size</i>                             | Tables (with drawers)   | No          | 4          |             |               |
| <i>Size</i>                             | Steel cupboards   | No          | 3          |             |               |
|   | 210 litres KIC chest freezer  | No          | 1          |             |               |
|   | 170 litres KIC or more refrigerator   | No          | 1          |             |               |
|   | Kitchen Built-in cupboard complete as per layout  | Sum         | 1          |             |               |
|   | Four plate Defy stove   | No.         | 1          |             |               |
| <b>2</b>                                | <b><u>CHILDREN FURNITURE</u></b>  |             |            |             |               |
| <i>Spec</i>                             | Chairs  | No          | 65         |             |               |
| <i>Size</i>                             | Tables  | No          | 40         |             |               |
|   | Educational Charts  | No          | 15         |             |               |
| <i>Specs/qty</i>                        | Toys  | Sum         | 1          |             |               |
| <i>Size/standard</i>                    | Green and black boards  | No          | 2          |             |               |
| <i>Size</i>                             | Waterproof sleeping mattresses  | No          | 30         |             |               |
|   | Children wooden Cuboards 3.5m X 1.2wirth pegeon holes On each side of the lobby   | No          | 2          |             |               |
| <b>3</b>                                | Supply and install 4.5kg dry powder fire extenguishers (as per the drawing)   | No          | 2          |             |               |
| <b>TOTAL CARRIED FORWARD TO SUMMARY</b> |   |             |            |             |               |

**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| ITEM NO.     | DESCRIPTION   | UNIT           | QTY | RATE | AMOUNT |
|--------------|---|----------------|-----|------|--------|
| <b>AB004</b> | <b><u>SEPTIC TANKS</u></b>  |                |     |      |        |
| <b>1</b>     | <b><u>EARTHWORKS : SEPTIC TANK</u></b>  |                |     |      |        |
| 1.1(LIC)     | Excavation (measured 0,5m beyond wall perimeter with 1:1,5 side slopes and 0,55m below structure invert level) and use for backfill at 90% MOD AASHTO density, around septic tank or dispose of, as ordered within 0,5km freehaul distance of septic tank site. (Refer to Drawing : BM07/18/19 - 007) | m <sup>3</sup> | 35  |      |        |
| 1.2          | <u>Extra over item 12.1.1 for:</u>  |                |     |      |        |
| (LIC)        | a) Intermediate material  | m <sup>3</sup> | 25  |      |        |
| (LIC)        | b) Hard rock excavation   | m <sup>3</sup> | 10  |      |        |
| <b>2</b>     | <b><u>EARTHWORKS : PIPE TRENCHES</u></b>  |                |     |      |        |
| 2.1(LIC)     | Excavate in all materials for trenches, backfill and compact, including disposal of surplus or unsuitable material for septic tank disposal drains  | m <sup>3</sup> | 105 |      |        |
| <b>3</b>     | <b><u>CONCRETE WORK</u></b>   |                |     |      |        |
| 3.1          | <u>Formwork</u>   |                |     |      |        |
| 3.2(LIC)     | Smooth off shutter horizontal, Floor slab   | m <sup>2</sup> |     |      |        |
| 3.3(LIC)     | Smooth off shutter horizontal, underside roof slab  | m <sup>2</sup> | 2   |      |        |
| 3.4(LIC)     | Boxed-out openings all as per drawing   | no             | 2   |      |        |
| 3.5          | <u>Concrete</u>   |                |     |      |        |
| (LIC)        | a) Blinding layer - 50mm thick in prescribed mix 15 mpa concrete below septic tank  | m <sup>2</sup> | 1   |      |        |
| (LIC)        | b) Strength mix 25/19 concrete in septic tank floor, walls and roof   | m <sup>3</sup> | 3   |      |        |
| <b>4</b>     | <b><u>BUILDING WORK</u></b>   |                |     |      |        |
|              | <u>Brickwork</u>  |                |     |      |        |
| (LIC)        | a) 230mm brickwork with type FBS bricks both sides in manhole walls   | m <sup>2</sup> | 25  |      |        |
| (LIC)        | b) 115mm brickwork  | m <sup>2</sup> | 4   |      |        |
|              | c) Mortar for plastering(internal)  | m <sup>2</sup> | 38  |      |        |
|              | d) Apply epoxy paint (internal)   | m <sup>2</sup> | 38  |      |        |
| <b>5</b>     | <b><u>PIPE LAYING</u></b>   |                |     |      |        |
|              | Supply, lay, joint and test 110DN corrugated radial rib profile, drainage & sewer pipe:   |                |     |      |        |
| (LIC)        | a) 200mm dia. Sewer pipe & manholes   | m              | 100 |      |        |
| <b>5</b>     | <b><u>VIP TOILET</u></b>  |                |     |      |        |
| 6(LIC)       | <b><u>Pit latrine toilet as indicated on drg</u></b>  | sum            | 1   |      |        |
| 5.1          | Digging of Pit  | m <sup>3</sup> | 8   |      |        |
|              | 150mm concrete for foundation   | m <sup>3</sup> | 2   |      |        |
| 5.2          | Brickwork:  |                |     |      |        |
| 5.2.1        | Pit lining with 220mm brickwork   | m <sup>2</sup> | 15  |      |        |
| 5.2.2        | 220mm Superstructure Brickwork  | m <sup>2</sup> | 18  |      |        |
| 5.2.3        | 1. 5m T- shaped wall in front complete with 350mm deep foundation   | m <sup>2</sup> | 5   |      |        |
| 5.3          | Steel window frame SD1 as per drawing with 2mm glazing  | No             | 2   |      |        |
| 5.4          | Plastering inside and outside   | m <sup>3</sup> | 46  |      |        |
| 5.5          | Roofing   |                |     |      |        |
| 5.5.1        | Supply and install roof pine wall plate   | m              | 7   |      |        |
| 5.5.2        | 10 gauge wire ties secured under three course of bricks   | m              | 5   |      |        |
| 5.5.3        | Supply and install 0.6mm galvanised corrugated iron sheet fixed with 12 screws per sheet  | m <sup>2</sup> | 7   |      |        |
| 5.6          | Supply and install door steel frames with solid wooden door with locking system   | No             | 2   |      |        |
| 5.7          | Supply and install ventilation pipes of 2.3m height   | No             | 2   |      |        |
| 5.8          | Supply and install Plastic Pot  | No             | 2   |      |        |
| 5.9          | Painting  |                |     |      |        |
| 5.9.1        | Apply one merit undercoat ( colour to be decided on site)   | m <sup>2</sup> | 46  |      |        |
| 5.9.2        | Apply two coats Plascon polvin ( colour to be decided on site)  | m <sup>2</sup> | 46  |      |        |
| <b>ITEM</b>  | <b>TOTAL CARRIED FORWARD TO SUMMARY</b>   |                |     |      |        |



**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| ITEM       | DESCRIPTION   | UNIT           | QTY   | RATE | AMOUNT |
|------------|---|----------------|-------|------|--------|
|            | <b>FENCING</b>  |                |       |      |        |
| AB002      | <b><u>WELDED MESH FENCE</u></b>   |                |       |      |        |
| B1.01(LIC) | Supply to erect the fence with all sundries as details specified in drawing (BM07/18/19-006) including concrete 25 MPa.   | m              | 200   |      |        |
| 1          | <b>Posts:</b> 2800x100 dia.x3mm mild steel tubing with steel cap, base plate and fully galvanised.  | No             | 20    |      |        |
| 2          | <b>Stays:</b> 3050x75 dia. x3mm mild steel tubing with steel cap, base plate and fully galvanised   | No             | 40    |      |        |
| 3          | <b>Standards:</b> 2600x2.5kg/m "Y"section complete with holes at 50mm centres fully galvanised.   | No             | 48    |      |        |
| 4          | <b>Cross Brace Support:</b> 2400x50 dia.x3mm mild steel tubing bent and flattened and fully galvanised  | No             | 6     |      |        |
| 5          | <b>Gate :</b> 42 dia.x2mm mild steel tubing frame with 21.4dia. X2mm mild steel tube bracing , complete with hinges, washers, bolts, lochain with padlock attached to gate. |                |       |      |        |
| 5.1        | Main Gate : 5 m wide  | No             | 1     |      |        |
| 5.2        | Pedestrian gate : 1.5 m wide  | No             | 1     |      |        |
| 6          | <b>Welded Mesh:</b> 100X50X2.5mm dia. (1800mm height) Fully galvanised  | m              | 194   |      |        |
| 7          | <b>Barbed Wire :</b> 3.5X2.5mm Oval high tensile grade single strand fully galvanised.  | m              | 850   |      |        |
| 8          | <b>Smooth Wire:</b> 3.0mm dia. High tensile grade fully galvanised  | m              | 1,200 |      |        |
| 9          | <b>Tying wire:</b>  |                |       |      |        |
| 9.1        | 2.5 dia. Mild steel fully galvanised for tying to standards   | m              |       |      |        |
| 9.2        | 1.6 mmdia. For tying mesh to smooth wires   | m              |       |      |        |
| 10         | <b>Straining wire:</b> 4mm dia. Steel fully galvanised  | m              |       |      |        |
| 11         | <b>Bolts for stays :</b> 12 mm dia. Mild steel includes nuts and washers , fully galvanised.  | No             | 16    |      |        |
| 12         | <b>Concrete :</b> minimum concrete strength of 20 Mpa at 28 days .  | m <sup>3</sup> | 22    |      |        |
|            | <b>TOTAL CARRIED FORWARD</b>  |                |       |      |        |

**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| ITEM NO.                                | DESCRIPTION   | UNIT     | QTY | RATE | AMOUNT      |
|---|---|----------|-----|------|-------------|
| <b>AB003</b>                            | <b><u>INSTALLATION OF BOREHOLES, PUMP &amp; TANKS</u></b>   |          |     |      |             |
| <b>1</b>                                | <b><u>DRILLING BOREHOLE</u></b>   |          |     |      |             |
| 1.1                                     | Water siting and drilling of the borehole up to 120m deep   | Prov Sum |     |      | R120,000.00 |
|   | Allow for profit  | %        |     |      |             |
|   | Allow for attendance  | %        |     |      |             |
|   | Fully equipp the borehole, install steel casing and submersible pump (including electrical connections and panel). (Provide geohydrological report before equipping the borehole) | Prov Sum |     |      | R40,000.00  |
|   | Allow for profit  | %        |     |      |             |
|   | Allow for attendance  | %        |     |      |             |
| <b>2</b>                                | <b><u>PVC STORAGE TANK INSTALLATIONS</u></b>  |          |     |      |             |
| <b>2.1</b>                              | <b><u>WATER TANK AND ELEVATED STEEL STAND</u></b>   |          |     |      |             |
|   | Supply, install the elveted tank and all sundries and fittings scheduled on drawing BM07/18/19 - 009  | Sum      | 1   |      |             |
| <b>2.2</b>                              | Supply and install a 10000 liters plastic tank  | No       | 1   |      |             |
| <b>2.3</b>                              | Supply and install Pressure Pump with fittings  | No       | 1   |      |             |
| <b>2.4</b>                              | Connection to the community water pipeline as approved by the Client  | Sum      |     |      | Rate Only   |
| <b>TOTAL CARRIED FORWARD TO SUMMARY</b> |   |          |     |      |             |

**BLOUBERG LOCAL MUNICIPALITY**  
**PROJECT NO. BM07/18/19**  
**CONSTRUCTION OF TOWERFONTEIN CRECHE**

| <b>ITEM NO.</b>                         | <b>DESCRIPTION</b>  | <b>UNIT</b>    | <b>QTY</b> | <b>RATE</b> | <b>AMOUNT</b> |
|---|---|----------------|------------|-------------|---------------|
| <b>AB005</b>                            | <b><u>INSTALLATION OF JUNGLE GYM</u></b>  |                |            |             |               |
| <b>1</b>                                | <b>Play Ground</b>  |                |            |             |               |
| <b>(LIC)</b>                            | Platform preparation as specified on drg BM07/18/19 - 007   |                |            |             |               |
| <b>1</b>                                | Earthworks  | m <sup>3</sup> | 60         |             |               |
| <b>1.1</b>                              | Cut to spoil 150mm deep and compact to 93% MODAASHTO Density  | m <sup>3</sup> | 35         |             |               |
| <b>1.2</b>                              | 75mm Blinding   | m <sup>3</sup> | 18         |             |               |
| <b>1.3</b>                              | 110 brickwork   | m <sup>2</sup> | 9          |             |               |
| <b>1.4</b>                              | 250mm ramp around the playground platform   | m <sup>3</sup> | 2          |             |               |
| <b>1.5</b>                              | Fill the play ground with Imported white sand or similliar quality.                                       | m <sup>3</sup> | 337.5      |             |               |
| <b>(LIC)</b>                            | Supply, install the complete Wooden Jungle Gym as per client requirements and all sundries and fittings : | Sum            |            |             |               |
| <b>TOTAL CARRIED FORWARD TO SUMMARY</b> |   |                |            |             |               |

BLOUBERG LOCAL MUNICIPALITY  
 PROJECT NO. BM07/18/19  
 CONSTRUCTION OF TOWERFONTEIN CRECHE

### SUMMARY OF BILL OF QUANTITIES

| ITEM | DESCRIPTION  | AMOUNTS |
|------|--|---------|
| 1    | GENERAL REQUIREMENTS AND PROVISION   |         |
| 2    | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS                     |         |
| 3    | BUILDING WORKS   |         |
| 4    | FURNITURE  |         |
| 5    | FENCING  |         |
| 6    | SEPTIC TANKS   |         |
| 7    | INSTALLATION OF BOREHOLES, PUMP & TANKS  |         |
| 8    | INSTALLATION OF JUNGLE GYM   |         |
|      | <b>TENDER (CONTRACT) SUM</b>   |         |
|      | 2) CONTINGENCIES (5%) (This amount is under the sole control of the Engineer ) |         |
|      | <b>SUBTOTAL</b>  |         |
|      | ADD 15% VAT  |         |
|      | <b>TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE</b>          |         |
|      |  |         |
|      |  |         |

# THE CONTRACT

**PART C3 SCOPE OF WORKS**

**PART C4 SITE INFORMATION**

C.47

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## PART C3: SCOPE OF WORK

|      |  |     |
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|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 General Description of the project**

The project entails the construction of Towerfontein crèche of +/-200m<sup>2</sup>, Welded steel mesh fence of +/-200m, Septic tank, VIP toilet, drilling of borehole, installation of a 10kl JoJo Tank and jungle gym.

#### **C3.1.1 Employer's Objectives**

The employer's objective is to provide the community of Towerfontein with improved infrastructure.

##### **Labour-intensive works**

Labour-intensive works comprise the activities 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.

#### **C3.1.2 Overview and Location of Works**

The work that must be executed under this contract is the construction of Towerfontein Creche in Blouberg Local Municipality which falls under Capricorn District Municipality in Limpopo. GPS Co-ordinates are as follows: 22°53'18.78"S, 28°45'23.34"E

#### **C3.1.3 Extent of Works**

The scope of work comprise of the following:

- Establishment of the Contractor's and Engineer's facilities on site.
  - Construction of 200m perimeter galvanised welded steel mesh fence and one 5m steel access gate and pedestrian gate.
  - Construction of approximately 200m<sup>2</sup> building
  - Construction of playground, complete with facilities,
  - Borehole equipped with 1500rpm electrical submersible pumps,
  - Elevated plastic tank (10000l)
  - Septic tank
  - Electrical connections
  - Office furniture
  - Desks, mattress and table for the children
  - Fully furnished kitchen
  - Artistic work.

Note: The description of the works is not necessarily limited to the above items.

#### **C3.1.4 Location of the Works**

The following details provide the key elements of the project area.

- Municipal Area : Blouberg Municipality
- Project area Locality : Latitude : -22°53'18.78"S and Longitude : 28°45'23.34"E

#### **C3.1.5 Temporary Works**

The temporary works will be in the form of providing alternative sanitation during the construction of the toilet structures.

#### **C3.1.6 General Information**

##### **C3.1.6.1 Drawings**

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

##### **C3.1.6.2 Power, Water Supply and Other Services**

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

##### **C3.1.6.3 Contractor's Camp Site and Security**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |



Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

**C3.1.6.4 Additional Requirements for Construction Activities**

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

**C3.1.6.5 Programme Requirements for Construction Activities**

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

**C3.1.6.6 Construction in Confined Areas**

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

**C3.1.7 Labour Regulations**

**A27 Payment for the labour-intensive component of the works**

Payment for works identified in clause 3.1.3 "the Extent of the Project" in the Project Specifications 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.

**A28 Applicable labour laws**

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below,

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

**A29 Introduction**

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

A29.2 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 SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (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 SPWP;
- (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.

**A30 Terms of Work**

- A30.1 Workers on a SPWP are employed on a temporary basis.
- A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- A30.2 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**A31 Normal Hours of Work**

- A31.1 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

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(c for more than eight hours on any day.

A31.2 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.

A31.3 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.

**A32 Meal Breaks**

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An employer and worker may agree on longer meal breaks.

A32.3 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.

A32.4 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.

**A33 Special Conditions for Security Guards**

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 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.

**A34 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight 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.

**A35 Weekly Rest Period**

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”).

**A36 Work on Sundays and Public Holidays**

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –

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- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

A36.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**A37 Sick Leave**

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 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.

A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

A37.7 An employer must pay a worker sick pay on the worker's usual payday.

A37.8 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 –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

A37.9 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.

A37.10 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.

**A38 Maternity Leave**

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- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 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.
- A38.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) 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
    - (ii) 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.
- A38.6 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.
- A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

**A39 Family responsibility leave**

- A39.1 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 –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**A40 Statement of Conditions**

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- A40.1 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 SPWP;
  - (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 SPWP.
- A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- A40.3 An employer must supply each worker with a copy of these conditions of employment.

**A 41 Keeping Records**

- A41.1 Every employer must keep a written record of at least the following –
- (a) the worker’s name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

**A42 Payment**

- A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A42.2 A task-rated worker will only be paid for tasks that have been completed.
- A42.3 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.
- A42.4 A time-rated worker will be paid at the end of each month.
- A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A42.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;

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(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.

A42.7 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.

A42.8 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

A42.9 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.

#### **A43 Deductions**

A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 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.

A43.4 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.

#### **A44 Health and Safety**

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 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 SPWP;
- (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.

**A45 Compensation for Injuries and Diseases**

- A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- A45.3 The employer must report the accident or disease to the Compensation Commissioner.
- A45.4 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.

**A46 Termination**

- A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A46.2 A worker will not receive severance pay on termination.
- A46.3 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.
- A46.4 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 for the balance of the 24-month period.
- A46.5 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 for the balance of the 24-month period.

**A47 Certificate of Service**

- A47.1 On termination of employment, a worker is entitled to a certificate stating –

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

**A48 Contractor's default in payment to Labourers and Employees**

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.

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.

**A49 Provision of Handtools**

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

**A50 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

**C3.2 ENGINEERING**

**C3.2.1 Design**

- (a) The **Engineer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

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- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

**C3.2.2 Engineer's Design**

- (a) Detail description of Works
- (b) General Works

**C3.2.3 Contractor's Design**

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

**C3.2.4 Design procedures**

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

**C3.3 PROCUREMENT**

**C3.3.1 Preferential procurement procedures.**

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

**C3.3.2 Scope of work**

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

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The Employer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

### **C3.4 CONSTRUCTION**

#### **C3.4.1 Works specifications**

##### **C3.4.1.1 Applicable SANS standardized Specifications**

The applicable standardized specifications for Contract shall be the following:

- SANS A - General
- SANS AB - Engineers office
- SANS C - Site Clearance
- SANS G - Concrete (structural)
- SANS HB - Roof Coverings
- SANS H - Metalworks
- SANS DM - Earthworks (Roads, Subgrade)

Variations to SANS 1200 standardized specifications are given in an annexure to this C3 in this document. The following Particular Specifications are relevant to this Contract.

- SANS A - General
- SANS AB - Engineers office
- SANS C - Site Clearance
- SANS DB - Earthworks (pipe Trenches)
- SANS DK - Earthworks (gabions and pitching)
- SANS G - Concrete (structural)
- SANS L - Medium pressure pipelines
- SANS LB - Bedding (pipes)

#### **3.3.1 Plant and Materials**

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the SANS mark.

#### **3.3.2 Construction Equipment**

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The contractor's equipment for construction shall be adequate for the purpose required, of modern design and in good condition to carry out the works expeditiously. Should the Engineer be out of opinion that the equipment in use is in any way unsuitable for carrying out the in a manner or at a rate commensurate with the requirements of the contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide such additional or improved equipment as may be necessary to meet these requirements

The Employer makes no provision in this contract for financial assistance to the Contractor for the acquisition of plant, machinery and equipment .

### 3.3.3 Existing Services

#### 3.3.3.1 Care of Existing Services

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the aforesaid affected area, the contractor shall satisfy the Engineer that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services

The contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the schedule of Quantities for excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General Payment items.

In addition if the proposed new services crosses underneath overhead power lines Belonging to Eskom as well as underground pipelines and communication cables Belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused by construction operations

Work executed within the road reserve of provincial or local road shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagman and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure. Special care must be taken so as not to disturb the functioning of the existing facilities.

#### 3.4.4.2 Connection to Existing services

Prior to connection of new service to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall

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subsequently request the Engineer, in writing, to inspect such work. Only upon written approval of the Engineer, may connections to existing services made

#### **3.4.4.3 Contractor to Notify Relevant Authority and the Engineer of Damaged Service**

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Engineer in Writing. The report shall include the reasons for the occurrence of the incident. When instructed the damaged is to be repaired as soon as possible to the approval of the engineer and authority. The contractor will be held responsible for paying all costs incurred by the service owner or himself as result of each incident where the relevant service was clearly identified before hand

#### **3.4.5 Site Establishment**

##### **3.4.5.1 Services and facilities provided by the employer**

a) Water

Potable water for human consumption is available at site. Although the supply is reasonably dependable, the supply cannot guaranteed.

Potable water is to be used sparingly at all times.

b) Electricity /power supply

Electricity is available on site. The Employer cannot guarantee that electricity will be available at all times.

The Contractor shall be responsible for making his own arrangements to connect to the water, electric power and other services that he may require for construction purposes.

The costs of making such arrangements, for meeting the condition imposed and for the metered consumption shall be paid by the Contractor, and his tender will be held to include for all such requirements throughout the duration of the Contract. All water including that used for testing will be charged for at the prevailing tariffs

##### **3.4.5.2 Facilities Provided by the Contractor**

The Contractor will be required to make his own arrangements for the provision of a suitable construction camp, offices and workshop. He shall be responsible for all negotiation with the relevant authorities and he shall comply with all requirements imposed by those authorities. Suitable sites available within the municipal area will be pointed out during the site inspection

Should the Contractor require additional storage sites outside of the municipal areas he will responsible for making his own arrangements at his own cost for such offices.

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The facility shall be properly fenced around the perimeter. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must be at all times be kept in a neat, clean and orderly condition. The costs associated with the provision of these items shall be borne by the Contractor. The Contractor will be required to remove all facilities and restore the site to its original condition on completion of works.

**3.4.5.3 Other Facilities and Services**

- Latrine and Ablution Facilities

It will be required of the contractor to provide temporary toilets and ablution facilities for his staff for the currency of the contract, to the standards laid down by the Authorities.

- Housing of Contractor’s staff

The Contractor shall make his own arrangements for the housing of his Supervisory staff.

- Security

The Contractor will be responsible for providing adequate security for the works and for the site establishment . All costs associated with the provision of watchmen shall be borne by the contractor.

**3.4.5.4 Name Boards**

The Contractor shall provide for the installation of one name board. The size, design and contents shall be as indicated on the detail drawing.

The name board(s) shall be removed upon completion of the works.

**3.4.6 Site Usage**

The Employer expects the contractor, his staff or agents to maintain good public Relations with landowners, other contractors and members of the public at all time.

Access to the site will be arranged by the Employer with the contractor. The Contractor shall submit a list of all his staff to the Employer for the purpose of access control.

**3.4.7 Permits and Way Leaves**

No way leaves are required on the project. The Contractor’s staff will require Access permits to enter the site.

**3.4.8 Alterations, Additions, Extensions and Modifications to Existing Works**

The Contractor shall verify all levels, alignment and dimensions of existing structures or components thereof prior to the commencement of any work to determine the

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compatibility with the proposed works. The Contractor shall notify the Employer's Agent of any discrepancies.

### 3.4.9 Water for Construction Purpose

No water for construction purpose is available on site. The contractor shall make provision for procuring, transporting and storing of water for construction purpose at his own cost.

### 3.4.10 Survey Control and setting out of the Works

#### 3.4.10.1 Survey control

1. Geometric Control

The Bench Mark Control and topographical survey for the works has been established. The Contractor is to check the Bench marks and existing levels prior to construction and bring any discrepancies to the attention of the engineer

2. Preservation and Replacement of Beacons and Pegs

The contractor shall protect and preserve all survey marks. Any survey marks disturbed or removed without prior written consent of the Engineer shall be replaced by a Registered Land Surveyor at the expense of the Contractor

Any errors in construction levels or position resulting from use of disturbed bench marks shall be made good by the contractor at his expense

#### 3.4.10.2 Setting out the Works

1. Setting out

The Contractor shall set out the works in relation to original points. Lines and levels of reference specified in the contract Data or notified by the Engineer. The Contractor shall be responsible for the positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works

2. Construction Tolerance Control

The Contractor will be required to issue to the Engineer in writing certification of Construction accuracy at each of the following phases, before continuing with the next phase of Construction:

- a) setting out of works
- ii) Centre-line positions and levels to top of concrete pads footings/bases
- iii) Centre-lines to top of testing ground layers and final pavement layer

The Contractor shall only continue with the next phase of construction when directed by Engineer in writing.

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Should any item or section of the Works be constructed outside the limits of tolerance specified, instruction for remedial or other measures will be issued by the Engineer. The Contractor will not be permitted to continue with the next phase of construction until remedial work has been completed to the satisfaction of the Engineer.

No claim for loss in material, production or time resulting from the Contractor's work being constructed outside the limits of tolerance specified, will be entertained.

### **C3.5 MANAGEMENT**

#### **3.5.1 Planning and Programming**

The Contractor shall supply within the period stated in the contract Data a suitable and realistic construction programme, cash flow diagram, and critical path diagram for the consideration of the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution during each week and the anticipated cash-flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The programme shall take provision for the accommodation of other contractor's requirements. It will be required from the contractor to liaise with other contractors to ensure continuous co-ordination and execution of the scheduled work.

#### **3.5.2 Recording of weather**

3.5.3 The Contractor shall provide and install a rain gauge on site and shall record rainfall data in the site diary. A site diary will be issued to the Contractor.

#### **3.5.4 Health and Safety**

##### **3.5.3.1 Health and Safety Requirements**

The Occupational health and Safety Act, Act85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety.

##### **3.5.3.2 Protection of the Public**

As the above entails working in an already developed area where services are provided to the general public special attention must be paid to the following aspects:

- a) No blasting or working with percussion tools will be allowed unless prior written approval from the Engineer and local authorities is obtained.

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- b) Safety of the public must be of prime importance and the outmost care must be taken to ensure that the correct signs, barriers and warning devices are in place.
  
- c) Movement of construction equipment must be controlled on site at all times.

**Site meetings and procedures**

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

**Water and electricity**

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity : A

| Service     | Option  |   |  |
|-------------|---|---|--|
|             | A<br>Contractor responsibility  | B<br>Employer responsibility  | C  |
| Water       | The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost. | The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only. | The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed. |
| Electricity | The Contractor is to provide, and remove and make good upon completion, all the necessary temporary   | The Contractor shall make, and upon completion remove, all the necessary electrical connections   | The Contractor shall make, and upon completion remove, all the necessary connections and   |

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|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

|  |   |   |   |
|--|---|---|---|
|  | electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost. | to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only. | meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed. |
|--|---|---|---|

**SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.**

| Clause | Specification Data |
|--------|--------------------|
|--------|--------------------|

**Essential Data:**

|     |  |
|-----|--|
| 5.1 | The depth of trenches which are to be excavated by hand is 1,5 metres. |
|-----|--|

**Additional clauses:**

|   |  |
|---|--|
| 1 | <p><b>Stone pitching and rubble concrete masonry</b></p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p> |
| 2 | <p><b>Manufactured Elements</b></p> <p>Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>          |

**SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.**

|          |  |
|----------|--|
| 4.2.1(a) | <p>A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.</p> <p>A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: <a href="http://www.hwseta.org.za">www.hwseta.org.za</a>.</p> |
| 4.2.1(a) | The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)   |

**Additional clauses**

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|  | The duration of each workshop is not to be less than 2 ½ hours. |
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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**3.5.6 Recording of weather**

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

The following template for the record purposes of rainfall should be used:

**Aug 10 Sep 10 Oct 10 Nov 10 Dec 10 Jan 11 Feb 11 Mar 11**

|    |  |  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|--|--|
| 1  |  |  |  |  |  |  |  |  |
| 2  |  |  |  |  |  |  |  |  |
| 3  |  |  |  |  |  |  |  |  |
| 4  |  |  |  |  |  |  |  |  |
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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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| 28           |  |  |  |  |  |  |  |
| 29           |  |  |  |  |  |  |  |
| 30           |  |  |  |  |  |  |  |
| 31           |  |  |  |  |  |  |  |
| <b>Total</b> |  |  |  |  |  |  |  |

And then summarised accordingly for each month:

| <u>Month</u> | <u>Rainfall (mm)</u> | <u>Rainfall Days</u> | <u>Place Recorded</u> |
|--------------|----------------------|----------------------|-----------------------|
|              |                      |                      |                       |
|              |                      |                      |                       |
|              |                      |                      |                       |
| <b>Total</b> |                      |                      |                       |

### 3.5.7 Unauthorised persons

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

### 3.5.8 Management meetings

A progress meeting termed Site Meeting will be held within monthly intervals. The Contractor shall provide a venue and adequate seating for all members of the Project team i.e. The Client, The Engineer, the Ward Councillor, the Local Municipality's representative, members of the community's steering committee, the CLO, the Safety officer, any other stakeholders (e.g. Private Enterprise, Mentors etc) and key members of the Contractors staff. Site inspection meetings termed Technical Meetings will also be held within monthly intervals and is approximately held midway between Site Meetings. The Contractor shall in terms of the Health and Safety Regulations hold safety meeting weekly. The Minutes of the Safety meeting shall be submitted to the Engineer at every Site Meeting

### 3.5.9 Forms for contract administration

The Contractor shall submit to the Engineer at every Site Meeting or by the 24<sup>th</sup> of every month the following schedules:

- 5.6.1 Labour Return Schedule (These forms are available electronically)
- 5.6.2 Plant Schedule
- 5.6.3 Copies of the Minutes of the Safety Meetings
- 5.6.4 Copies of the Site Diary Recordings
- 5.6.5 An updated Construction Programme

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

### 3.5.10 Electronic payments

The Contractor shall include on the Tax Invoice submitted with all claims the following banking details:

- Account Holder
- Bank Name
- Account Number
- Bank Branch Code
- Bank Branch Name
- Type of Account

The Employer is not under any obligation to transfer the Contractors payment electronically.

### 3.5.11 Daily records

The Contractor is to keep accurate daily records of the following items on an A4 Book in duplicate:

- Date
- Weather conditions (include rainfall mm and time recorded if applicable)
- Safety Measures (include signage installed, barriers, all measures undertaken with the time checked)
- Plant used
- Activities/ Production
- Labour used (differentiate between local and non-local)
- Problems or difficulties experienced
- Information request or if follow was made (include dates and times of correspondence)
- Training (if or when it is applicable)

### 3.5.12 Payment certificates

The Contractor shall submit the following information together with all claims to be verified and certified by the Engineer for payment by the Engineer:

- A detailed calculation sheet for all measurable items in accordance with the payment criteria relevant to that item.
- A complete schedule of quantities drawn up by the Contractor indicating all claims i.e. previous, present and accumulative with the total applicable to the accumulative quantities.
- A comprehensive Summary Page indicating all previous payments, retentions, escalation totals, penalties, discounts, guarantee deductions, material claimed, other costs (e.g. acceleration), value added tax, subtotals and totals.
- Escalation CPA indices were applicable.
- Proof of payment for all Preliminary Sums (e.g. CLO, Training, Daywork items etc)
- Proof of material including delivery notes for all material claimed as material on site)
- An draft copy of the Tax Invoice

The Contractor shall ensure that the projected cashflow allows 48 hours for the processing of payment certificates by the Engineer. The Contractor has to receive written acceptance from the Engineer on behalf of himself and the Client if more than one payment certificated is permitted monthly.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

### 3.5.13 Permits

The Contractor's staff is not required to have security or entrance permits to enter the site.

### 3.5.14 Proof of compliance with the law

- 3.5.11.1 Basic Conditions of Employment Act 1997
- 3.5.11.2 Occupation Health and Safety Act

### 3.5.15 Annexes

A complete book of drawings is issued with this Tender Document. The Tenderers must ensure that they have received a full set of drawings and must return the set of drawings with the Tender

## C3.6 PROJECT SPECIFICATIONS

### C3.6.1 VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS AND PARTICULAR ADDITIONAL SPECIFICATION.

#### PSA GENERAL

#### PSA1 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

#### PSA2 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SANS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

#### PSA3 PLANT (Clause 4.3)

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

**PSA4 TESTING (Clause 7)**

**PSA4.1** All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexure to the Specifications.

**PSA4.2** The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 42 of the Conditions of Contract, or for him to recommend termination to the Employer in terms of Clause 58 thereof.

**PSA4.3** The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.

**PSA5 INSTRUCTIONS BY THE ENGINEER**

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

**PSA6 SITE MEETINGS**

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held at maximum monthly

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

intervals to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

**PSA7 PAYMENT (Clause 8.2)**

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats that are included in Section 4.4C of Volume 1.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

**PSA8 SUMS STATED PROVISIONALLY (Clause 8.5)**

**PSA8.1 Contingencies**

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |



A Provisional Sum has been included in Schedule 2 for contingencies. No percentage mark up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

**PSA8.2 Materials for Dayworks**

A Provisional Sum has been included in Schedule 2 for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

**PSA8.3 Royalties for Borrow Materials**

A Provisional Sum has been included in Schedule 2 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 48(2) of the Conditions of Contract.

**PSA8.4 Contract Price Adjustment**

A Provisional Sum shall be included for Contract Price Adjustment in the Summary of Schedules to make provision for contract price adjustment in terms of Clause 49(2) of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the subtotal value as specified in the Summary of Schedules. No percentage mark up will be applicable to any payments made in this regard.

**PSA 9 PRIME COST ITEMS (Clause 8.6)**

**PSA9.1 Artisan and Skills Training**

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

A Prime Cost Item has been included in Schedule 2 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

**PSA9.2 Acceptance Control Testing of Earthworks and Concrete Works**

A Prime Cost Item has been included in Schedule 2 for acceptance control testing of earthworks and concrete works ordered by the Engineer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

**PSA9.4 Salary for Labour Desk Officer**

A Prime Cost Item has been included in Schedule 2 for a salary to be paid to the Labour Desk Officer. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the salary to be paid. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

**PSA9.5 Accommodation for the Engineer's Representative**

A Prime Cost Item has been included in Schedule 2 for accommodation and/or office rental and service costs for existing off site facilities for the Engineer's Representative(s) for the duration of the Contract.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

**PSA10 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN**

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

**PSA11 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS**

An approved extension of time, other than for abnormal weather conditions, will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 40 of the General Conditions of Contract.

**PSAB ENGINEER'S OFFICE**

**PSAB1 NAME BOARDS (Clause 3.1)**

One name board conforming to the standard requirements of the South African Association of Consulting Engineers and as shown in the book of drawings volume.2, must be provided and erected at places to be designated by the Engineer during the duration of the Contract for this purpose.

**PSAB2 OFFICE BUILDING (Clause 3.2)**

An office facility for the exclusive use of the Engineer's Representative will not be required. However, the office space and furniture made available by the Contractor as part of his site facilities shall be adequate for the shared use by himself and the Engineer's Representative.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**PSAB5 SURVEY EQUIPMENT**

No dedicated survey equipment is required.

**PSAB6 CARPORTS**

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions.

**PSAB7 LABORATORY**

No laboratory buildings or fittings are required by the Engineer. The Contractor shall remain responsible for carrying out the process control testing that is required by the Standardised, Particular and Project Specifications.

The Contractor shall supply the following equipment and maintain same for the duration of the contract:

Six concrete cube moulds, 150mm nominal size.

The contractor must include the price for providing these equipment under the payment items "Facilities for the Engineer" in Schedule 1.

Upon completion of the Works, ownership of the equipment specified herein shall revert to the Contractor who shall remove same from Site.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**PSC SITE CLEARANCE**

**PSC1 DISPOSAL OF MATERIAL (Subclauses 3.1 and 8.2.1)**

Materials arising from clearing and grubbing shall be disposed of as may be ordered by the Engineer. Trees and stumps necessarily removed shall not be burnt unless authorized by the Engineer, but shall be cut and stacked at areas designated by the Engineer.

**PSC2 AREAS TO BE CLEARED AND GRUBBED (Clause 5.1)**

Only areas necessary for the construction of the Works will be cleared and grubbed.

**PSC3 PRESERVATION OF TREES AND SHRUBS (Subclause 5.2.3)**

The penalty in respect of every individual tree and shrub, designated as a tree or shrub to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R1 000. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

**PSC4 FREEHAUL AND OVERHAUL**

Refer to Clause PSD7 in this regard.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## PSD EARTHWORKS

### PSD1 SAFEGUARDING OF EXCAVATIONS (Subclause 5.1.1.2)

Any cost the Contractor may undergo in ensuring the safety of excavations or any additional excavation and backfilling he may have to undertake due to the unstable sides of excavations and trenches shall be held to his account and the various rates for excavation and trenching included in the Schedule of Quantities shall include full compensation therefore.

### PSD2 EXPLOSIVES (Subclause 5.1.1.3)

In addition to complying with the provisions of subclause 5.1.1.3 of SANS 1200D, the Contractor shall record for the information of the Engineer the spacing and loading of the charge in each blast and compliance with this requirement will not relieve the Contractor of any responsibility in terms of the said subclause.

### PSD3 DISPOSAL OF SURPLUS MATERIAL (Subclauses 5.1.4.3 and 5.2.2.3)

All surplus or unsuitable excavation materials (other than as described below) arising from trench excavations shall be spoiled and neatly spread and levelled along the route of the pipelines so as not to interfere with future works nor to disrupt the natural overland flow of storm run-off. Rocks, trees, debris and other unsightly materials shall be removed from alongside the trench to spoil areas that are designated by the Engineer for this purpose. Haul of excess material from excavation to spoil areas will not be required by the Engineer unless necessary for the neat and orderly finishing of the Site and its environs.

Generally pipeline trenches shall be left proud of the natural ground surface in order to allow for any consolidation of the backfill materials that may still occur after Completion of the Works. However, where the pipeline is laid within a road reserve the pipeline trench shall be finished neatly to be flush with the natural ground level or finished sidewalk level as may be applicable.

### PSD5 BORROW PITS (Subclause 5.2.2.2)

Bedding and backfill materials shall be obtained from trench excavations or borrow pits designated by the Engineer. Where borrow materials are required

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

and ordered by the Engineer, such materials shall be obtained from borrow pits designated by the Engineer. The Contractor shall be responsible for the opening up and closing down of designated borrow pits. The Engineer will obtain the necessary permissions and authority to utilise such borrow pits. The Contractor in turn shall in all respects comply with the various requirements of SANS 1200D and of the Minerals Act (No 50 of 1991) in relation to the opening up, closing down and utilisation of borrow pits.

Except for the crushing or screening of materials in accordance with the written instructions of the Engineer, and for royalties, should such royalties become payable, no additional payment will be made for excavating or processing material from designated borrow pits, other than under the relevant payment items listed in the Schedules of Quantities.

The Contractor shall co-ordinate his borrowing operations with other contractors that might be using the same borrow pit(s).

The closing down of a borrow pit will include all earth works required to leave the area in a neat condition without irregularities in the surface and with even slopes to the satisfaction of the Engineer and other concerned parties.

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**PSDB EARTHWORKS (PIPE TRENCHES)**

**PSDB1 SAFEGUARDING OF EXCAVATIONS (Subclause 5.1)**

Refer to Clause PSD1.

**PSDB2 SPECIAL WATER HAZARDS (Subclause 5.1.2.2)**

Where ground water is present during construction to such an extent that it could hamper the placing and consolidation of the granular or concrete bedding, as specified on the Drawings, or would cause buoyancy of the pipes, the Contractor is to notify the Engineer immediately, who will authorise the importation of crushed stone bedding material from commercial sources in order to assist with dewatering during the bedding, laying and backfilling operations associated with the pipeline, if he deems it necessary. In severe cases, and should the Engineer so instruct, the stone bedding should be wrapped in a suitable geotextile such as Kaymat U24 or similar approved. A suitable outlet point for the expulsion of underground water, caught up in such an underdrain, must be identified and an outlet structure constructed to the approval of the Engineer to facilitate the release of such water.

Crushed stone bedding material shall consist of nominal 19 mm crushed stone complying with the grading as specified for stone to be in concrete in Table 5 of SANS 1083 (as amended), and shall be well compacted in order to provide a uniform support of the pipe barrel.

At points designated by the Engineer, sumps shall be formed in the trench bottom from which ground water can be pumped in order to maintain the water table below the pipe bedding level during construction. The Contractor shall, if instructed, establish on site, operate and remove on completion, dewatering pumps of 25 l/s capacity, which shall be paid for under the applicable item allowed in Schedule 2 for this purpose. Lengths of trench opened at any one stage shall be limited by the dewatering capacity of the pump.

**PSDB3 ACCOMMODATION OF TRAFFIC (Sub-Clause 5.1.3)**

See Clause PSD4.

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**PSDB4 EXISTING SERVICES (Sub-Clauses 5.1.4)**

Where any existing service occurs within the specified trench excavation, and the presence of such service is known before being uncovered, then the protection of the service will be scheduled and measured as provided for in Clause 8.3.5 of 1200DB. Only known services (as defined in Clause 5.4 of 1200A) shall be measured for payment.

Where an unknown existing service is damaged during construction, and the Engineer orders that the Contractor should undertake the repair of such service, then such repair will either be measured and paid as day works or alternatively as a contractual variation in terms of Clause 40 of the General Conditions of Contract.

No construction activity which may affect the integrity of telephone or electrical poles or stays may be carried out without the prior written approval of the Engineer, which approval shall only be given subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.

**PSDB5 TRENCH WIDTHS (Sub-Clauses 4.1 and 5.2)**

Trenches in general shall not exceed the widths laid down in Sub-Clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive bedding which may be required as a result of the additional trench width.

**PSDB6 TRENCH BOTTOMS (Sub-Clause 5.5)**

Replace the first paragraph of this sub-clause "Material that ..... compacted as directed" with the following:-

Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Engineer may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Engineer in each particular case, at the cost of the Employer. Backfill, other than concrete, shall be placed in layers of 100mm un-compacted thickness, each layer thoroughly compacted to the entire

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satisfaction of the Engineer, to provide adequate support for the pipe bedding to be placed on top of it.

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Engineer in each particular case.

No pipes, concrete screeds, concrete beds or bedding material shall be laid in any trench before the trenches have been inspected and approved by the Engineer's Representative.

**PSDB7 DISPOSAL OF EXCAVATED MATERIAL (Sub-Clauses 5.6.3 and 5.6.4)**

Refer to Clause PSD3.

**PSDB11 MEASUREMENT AND PAYMENT (Subclause 8.3.2)**

Trench excavations shall be measured volumetrically (irrespective of length) in depth increments as follows:

- Up to 1.5 m
- Exceeding 1.5 m but not exceeding 2,5 m
- Exceeding 2.5 m but not exceeding 3,5 m
- Exceeding 3.5 m but not exceeding 4,5 m

The volume for each of the above payment items is determined by multiplying the length of the trench falling within the depth range (as determined in accordance with drawing DB-2 of SANS 1200 DB) by the total trench depth and by the trench width (as determined by SANS 1200 DB clause 5.2), using any recognised method such as the end area or the Simpson's method, determining depths at no more than 20 m intervals.

Payment for the excavation and backfilling of trenches shall be made at the tendered rates and at the following stages of construction:

Upon completion and approval of the trench bottom, prior to bedding: 40 %

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Upon completion and approval of top of selected backfill: 70 % (cumulative)  
Upon completion and approval of the main fill: Remaining 30 %

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**PSG CONCRETE (Structural)**  
**PSG1 SCOPE**

This specification covers the requirements for water retaining structural concrete for civil engineering work

**PSG2 INTERPRETATIONS**

**PSG2.1 Definition**

For purpose of this Contract, all structures will be regarded as water retaining structures.

**PSG2.2 Exposure Conditions**

For the purpose of this Specification, Water retaining structures shall be deemed to be classified under clause 2.4.1.3 (severe conditions) as specified in SANS 1200 G unless specified otherwise in the project specification.

**PSG3 CEMENTITIOUS MATERIALS**

**PSG3.1 Applicable standards**

All cementitious material used in concrete shall comply with the following standards, as relevant:

Common cements

SANS ENV 197-1:1992 Cement B composition, specifications and conformity criteria B Part 1: Common cements

Cement extenders

SANS 1491: Part II-1989 Fly ash

**PSG3.2 Type**

The type of cementitious material to be used in concrete shall be one of the following:

A blend of materials, combined in the concrete mixer, comprising, by mass:  
70% CEM I (common cement) and 30% fly ash

**PSG4 AGGREGATES (Sub-clause 3.4)**

The following additional requirements shall be applicable to water retaining structures:-

**PSG4.1 Fine Aggregate**

Samples of the proposed fine aggregate shall be submitted to the Engineer for his approval before use.

The Contractor shall submit a sieve grading analysis to the Engineer for approval and if unacceptable, the Contractor shall offer another sample and grading for approval, or may blend aggregate from different sources and submit the blend for approval.

The water demand of the fine aggregate shall not exceed 195 l/m<sup>3</sup>.

Fine aggregate shall be stored on a concrete surface and washed sand shall be allowed to drain for at least 24 (twenty-four) hours before use. The Engineer may require the Contractor to test the sand daily (or more frequently if necessary) for moisture content, impurities and grading before use.

**PSG4.2 Coarse Aggregate**

The voids ratio of the coarse aggregate shall not exceed 47 % (forty-seven per cent). Single sized aggregates shall be stored on a concrete surface in separate stock piles, according to size. The proportions of the various single sized aggregates required for the various portions of the work shall be submitted by the Contractor for the Engineer's approval.

**PSG5 CONSTRUCTION**

**PSG5.1 Reinforcement**

The following additional requirements shall be applicable to water retaining structures:

**PSG5.1.1 Fixing (Subclause 5.1.2)**

The use of plastic spacer blocks will not be allowed.

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**PSG5.1.2 Cover (Subclause 5.1.3)**

In water retaining structures the exposure condition of a reinforcing bar closest to the face in direct contact with water or soil backfilling, shall be classified as serere.

It should be noted that in some water retaining structures only one face of the structural elements will be in contact with water.

Concrete cover to reinforcement to be 50 mm throughout.

The soffit of a slab suspended above the water (eg. a reservoir roof) will be treated as being a contact with the water for the purpose of determining the cover.

**PSG5.2 Strength concrete (Subclause 5.5.1.7)**

It is a requirement that the Contractor employ the services of an approved specialist to obtain design mixes compatible with the specification. The preferred specialist is CCI who has to confirm in writing that:

- a: The proposed concrete mix was designed by CCI
- b: The proposed concrete mix is suitable for water retaining structures with aggressive water (soft water) being retained.
- c: The proposed concrete mix is of grade 35/19

No concrete shall be placed until the Contractor's concrete mix design has been approved by the Engineer. The Contractor shall submit to the Engineer a statement of the mix proportion proposed, together with a report from an approved testing laboratory, showing the 28 day concrete strength obtained when using the materials proposed for the work.

The strength determinations shall be based on not less than three concrete test specimens.

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When the Contractor can furnish reliable test records of concrete of a quality at least equal to that specified, having been made with materials from the same sources and of the same qualities as he proposes to use, the Engineer may waive all or part of the strength tests required in the above paragraph.

The preparation of the 150 mm test cube specimens and the sampling techniques shall be in accordance with the relevant SANS specification.

Concrete for water retaining structures shall have a free water/cement ratio of less than 0,5 and a cement content of 420 kg/m<sup>3</sup>. Admixtures may be used to increase the workability of the concrete but only with the express approval of the Engineer and when the details of the active ingredients of the admixture and their effects are supplied to the Engineer for approval before use.

No additives likely to impair low permeability of the concrete will be approved. Calcium chloride or admixtures containing chlorides may not be used in concrete for water retaining structures. Other admixtures and constituents may only be used with the approval of, or as specified by the Engineer.

**PSG5.3 Placing (Subclause 5.5.5)**

Panels between construction joints shall be cast alternatively.

**PSG5.4 Construction Joints (Subclause 5.5.7)**

The following additional requirements shall be applicable to water retaining structures:

The Engineer may allow the Contractor to cut an additional straight construction joint if it is possible without prejudicing the water tightness of the structure. The additional construction joint shall be sealed with the same seal that is specified for planned construction joints at the expense of the Contractor.

Construction joints in reinforced concrete walls, embankments, etc. shall consist only of horizontal joints. If under abnormal conditions a vertical construction joint is unavoidable it may only be constructed with the approval of the Engineer.

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Construction joints shall only be placed at intervals shown on the drawings or as directed by the Engineer. The exact position of construction joints shall be marked on the formwork in order to obtain truly horizontal joints.

#### **PSG5.4.1 Preparation of Surface**

Prior to placing any further concrete the joint must be clean, damp and free of laitance. During the period when the concrete is still green, all loose material shall be removed, without disturbing the aggregates, by light brushing. Where this is not possible, or if the concrete has already set, the surface film shall be removed by mechanical means appropriate to the degree of hardness of concrete so as to expose the aggregate over the entire surface and leave a sound, irregular surface.

#### **PSG5.4.2 Before Placing Concrete**

Where the concrete of the previous lift is more than 3 days old, it shall be kept continuously wet before the mortar and fresh concrete is placed.

On all construction joints the following steps shall be taken after the surface has been prepared and at the most, 30 minutes before placing the concrete:

Remove all surface water with an air hose and dry sprinkle waterproofing additive (Vandex Premix or similar approved) at 9,8 kg per m<sup>2</sup>.

Place a layer of approximately 10 mm thickness consisting of cement, sand and water mixed in the same proportions as used in the concrete.

Place concrete within 30 minutes.

#### **PSG5.5 Curing and Protection (Subclause 5.5.8)**

SANS 1200 G Clause 5.5.8 will be deleted for the purpose of this Specification and replaced with the following:

“All concrete other than blinding concrete shall be maintained continuously saturated for at least ten days or as directed on the drawings immediately after placement or after stripping formwork in the case of walls, by methods which shall receive the prior written approval of the Engineer if different from the following:



a) For floors

Ponded water with a minimum depth of 30 mm.

b) For Columns and Walls

Continuously saturated heavy jute sacking or other approved absorbent material maintained in contact with the concrete surface by fastenings spaced at not more than 2 m centres.

c) For Floors and Columns

Covering the previously saturated surfaces with approved plastic sheets maintained in contact with the concrete surface and with all edges and joints sealed by methods approved by the Engineer.

Where the ambient temperature is below 4 ° C the curing period of 10 days or as directed on the drawings, will be extended by 72 hours.

Newly cast concrete sections shall not be used for supporting loaded wheelbarrows, monorails, material or scaffolding, etc., until permission is obtained from the Engineer.”

**PSG5.6 Adverse Weather Conditions**

**PSG5.6.1 Concreting in cold weather**

During cold weather no material having a temperature below 5 ° C shall be used for making concrete.

No concrete shall be placed when the ground or air temperature is below 2° C or if the ground or air temperature is likely to fall below 2° C within 6 (six) hours of placing the concrete.

The temperature of placed concrete shall not be allowed to fall below 5 ° C until the concrete has attained a strength of at least 5 Mpa, and the Contractor shall be responsible for all the necessary protective measures to ensure this. All concrete that has been damaged by frost or by the formation of ice in the concrete shall be removed and replaced by the Contractor at his own expense.

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**PSG5.6.2 Concreting in hot weather**

During hot weather, the temperature of the concrete, as placed, shall not exceed 30°C. The Contractor shall ensure that the placing of the fresh concrete does not exceed the ambient temperature by more than 5°C. Where necessary this shall be accomplished by shading aggregate stockpiles, shading or insulating water pipes and water storage tanks.

**PSG6 CONCRETE SURFACES (Subclauses 5.2.1 and 5.5.10)**

**PSG6.1 Special Smooth Formwork**

Where special smooth formwork is specified for the exposed surfaces of concrete structures, only new shutter boards or new steel panels without any dents or marks shall be used. The shutter boards or panels shall be arranged in a rectangular pattern approved by the Engineer. Special care shall be taken at construction joints to form a straight and smooth joint. Where specified feature strips shall be used at construction joints, all projections shall be removed, irregularities repaired and the surface rubbed or treated to form a smooth finish with a uniform texture, appearance and colour. The finish of the concrete shall be accurate to a degree of accuracy I as defined in Clause 6.

**PSG6.2 Wood-Floated Finish**

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in Sub-Clause 5.5.10.1 of SANS 1200 G after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

**PSG6.3 Steel-Floated Finish**

Where steel is specified or scheduled, the surface shall be treated as specified in PSG6.2 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

**PSG6.4 Power-Floated Finish**

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Where power floating is specified or scheduled, the surface shall be treated as specified in PSG6.1 except that the screeded surface shall be power-floated to produce a high quality dense, smooth, uniform surface free from trowel marks.

**PSG7 CONCRETE JOINTS (Subclause 5.5.11)**

**PSG7.1 Construction Joints (Subclause 5.5.7)**

Joints in the concrete structure at which special measures are taken to achieve subsequent continuity are termed construction joints. Construction joints will be permitted only where shown on the drawings or approved by the Engineer and shall be formed true to line on all formed or exposed surfaces. Horizontal joints shall be formed by casting against a timber or metal former. Recesses shall be formed as detailed on the drawings. Where detailed on the drawings, galvanized metal strips or waterbars shall be cast into the joints. No unplanned construction joints will be allowed. If a breakdown occurs, the contractor shall strip the shuttering as soon as possible and break out all concrete up to the previous planned construction joint.

Except in the case where movement joints are required, the entire joint contact area of the concrete already placed shall be thoroughly roughened by chipping with sharp chipping picks before placing concrete against the surface. This surface will not be accepted unless the coarse aggregate projects 5 mm beyond the surrounding matrix. In this connection approved light pneumatic or electric tools are preferred provided that no structural damage is done to the concrete being chipped: otherwise hand tools are to be used. Chipping shall not be commenced until at least 48 (forty-eight) hours after the concrete was placed.

Alternative methods of preparing the surfaces of construction joints to those given above will be considered. The Contractor shall submit proposed alternative methods of achieving the roughened surface required to the Engineer for approval.

Should the Engineer at any time withhold or withdraw permission for alternative methods to be used then the Contractor shall prepare the surfaces of construction joints in accordance with the above specification.

Immediately before the adjoining concrete is placed, the chipped surface shall be thoroughly cleaned by brushing and washing and then thoroughly wetted.

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At the discretion of the Engineer the percentage of coarse aggregate of the mix may be slightly reduced in a layer not exceeding 200 mm in depth immediately above the chipped surface of a horizontal construction joint. Suitable temporary openings shall be left in the shuttering to allow for the removal of sawdust, shavings, nails, debris, etc.

The application of compounds to the surfaces of stop ends at vertical joints to retard the setting of a film of concrete in contact with the stop end will be permitted subject to the Engineer's approval of the compound to be utilised and the Contractor's methods for the application of the same.

### **PSG7.2 Movement Joints**

Movement joints shall be formed where shown on the drawings.

Movement joints shall be formed true to line and shall be thoroughly cleaned of all accretions of concrete or other foreign matter by scraping or other approved means. The surfaces in contact with joint sealing material shall be prepared strictly in accordance with the manufacturer's Specification.

Care shall be taken to ensure that the waterbars are in perfect contact with well compacted void-free concrete throughout, particularly on horizontal joints where special procedures shall be adopted for placing and compacting concrete under the waterbars, to the approval of the Engineer.

### **PSG8 WATERPROOFING OF CONCRETE JOINTS**

Three different systems of waterproofing (or construction of systems) exist and the appropriate system (or combination) will be applied as specified on the drawings: The three systems are:

- Waterproofing with hypalon bandage system
- Waterproofing with waterbars
- Waterproofing with surface sealants

#### **PSG8.1 Hypalon system**

The bandage shall comprise a 250 mm wide, or as detailed on drawings, 2 mm thick, Sikadur-Combiflex joint sealing system or similar approved. The hypalon

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bandage shall be applied strictly in accordance with the manufacturer's specifications and requirements.

**PSG8.2 Waterbars (Waterbars will not be used on this contract)**

Except where otherwise specified waterbars shall be manufactured from virgin polyvinyl chloride complying with BS 2571: latest amendment (Class 3 compounds) and the Tenderer shall provide full details of the composition and properties of the material in the relevant annexure where applicable.

Samples of waterbars shall be submitted for approval and all material subsequently supplied shall be identical in size, shape, colour and quality to the approved sample. The waterbar shall be of uniform cross-section and size and shall have lugs welded at 1 m centres on both edges of the waterbar to hold it securely in position during concreting operations.

It shall be possible for all sizes of waterbar to be turned through a 75 mm radius without damage or permanent set to the waterbar.

Joints in waterbars shall be kept to a minimum by the use of the longest possible lengths.

Waterbars shall be held to the required shape, lines, etc, in suitable formwork: site joints shall be bonded as directed by the manufacturer in such a way as to form a continuous watertight seal free from pin holes at any point of the length or width of the strip.

Formwork shall be designed to accommodate the waterbars without subsequent bending and the waterbars shall be adequately supported and protected from damage and sunlight until finally encased in concrete.

Waterbars shall be tested in accordance with BS 2782 and ISO R527.

**PSG8.3 Waterproofing with surface sealants**

General

A groove of dimensions specified shall be formed, where indicated, and sealed by an approved sealant. The sealant shall be non-toxic and shall be either a hand

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applied bitumen putty sealant or a polysulphide sealant. The type of sealant to be specified on the drawings and the product to be used shall be approved by the Engineer.

### **Bitumen Putty Sealant**

All joints shall be clean, dry and free of laitance. The concrete shall be at least four weeks old. The joint surfaces shall then be primed by an ancillary product and the sealant applied as per the suppliers' specification. Any excess material will be cut away and finished flush.

### **Poli-urethane Sealant**

All joints shall be clean, dry and free of laitance. Prime joint face if required – following the suppliers specification. Apply the sealant and finish off flush with the concrete surface.

## **PSG9 MISCELANEOUS**

### **PSG9.1 Porous concrete**

Porous concrete shall be laid under foundations and floor slabs and behind walls, etc, where shown on the drawings and where directed by the Engineer. Porous concrete shall be placed behind shuttering to form a vertical layer against the external face of foundations etc where shown on drawings and where directed by the Engineer. The thickness of the horizontal, sloping and vertical layers shall not be less than that shown on the drawings.

The exposed faces, both horizontal and vertical, of the porous concrete shall be finished with a cement mortar seal where reinforced concrete is to be cast against it. The porous concrete shall be sealed with a 5 mm thick layer of mortar composed of one part normal portland cement to two parts of fine aggregate by mass, trowelled on before the porous concrete has hardened, and finished with a screed to provide a smooth, uniform plane surface without filling any of the internal voids of the porous concrete. The surface of the seal shall have a steel or power float surface.

The schedule rates for porous concrete shall include the cost of mortar seal and steel float finish.

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Porous concrete shall comprise water, cement, coarse aggregate and not more than 5 % (five percent) by mass of fine sand. The voids ratio of porous concrete shall not be less than 27,5 % (twenty-seven and one half) percent. Testing of porous concrete shall be carried out in accordance with test method 3 of BS 1881 Part 3 – 1970.

**PSG9.2 Bond breaker**

Where indicated on the drawings, site or porous concrete under floor slabs and wall footings etc. shall be covered with a bond breaker consisting of 2 sheets of 250 micron tear resistant damp proof membrane to SANS 952 (1969) C having 150 mm laps and pierced at 1 m intervals to allow the passage of water.

**END OF SECTION**

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**PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS**

**C3.6.2 HEALTH AND SAFETY SPECIFICATION**

**C3.6.3 ENVIRONMENTAL MANAGEMENT PLAN**

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## C3.6.2 HEALTH AND SAFETY SPECIFICATION

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## PAP- HEALTH AND SAFETY SPECIFICATION

### C3.6.2.1 SCOPE

#### 1.1 Scope of Specification

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2003 of the Occupational Health and Safety Act (Act 85 of 1993).

This specification applies to tunneling although the minimum requirements for tunneling are contained in the Mines Health and Safety Act. This specification however does not apply to underground construction at this point in time as covered by the Mines Health and Safety Act, 1996 (Act 29 of 1996) as amended.

#### 1.2 Philosophy

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms of this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist consultants for the preparation and implementation of the same during the construction of the Works.

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Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with top health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain top health and safety on construction.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
- b) Follow-up audits to ensure the implementation of prescribed remedial actions,
- c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
- f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk

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assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

### **C3.6.2.2 INTERPRETATIONS**

#### **2.1 Supporting specifications**

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:

- Construction Regulations, 2003,
- General Safety Regulations,
- General Administrative Regulations, 1996,
- Driven Machinery Regulations, 1988,
- Electrical Installation Regulations, 1992,
- Electrical Machinery Regulations, 1988,
- Environmental Regulations for Workplaces, 1987, and
- Facilities Regulations, 1990.

b) Clauses 6. (5) b, 6.(6), 6.(7) and 6.(8) of the Special Conditions of Contract.

c) The applicable SANS 1200 specifications as listed in Section 4.1 of this Contract Document.

#### **2.2 Application**

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its

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Regulations, in particular the Construction Regulations, 2003 promulgated on 18 July 2003 in terms of Section 43 of the Act.

## 2.3 Definitions

In the Contract (as defined in clause 1.(1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "Assistant Construction Supervisor" means a competent person appointed in accordance with regulation 6.(2) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (b) "Batch Plant Supervisor" means a competent person appointed in accordance with regulation 18.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (c) "Construction Health and Safety Officer" means a competent person appointed in accordance with regulation 6.(6) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (d) "Construction Supervisor" means a competent person appointed on a full-time basis in accordance with regulation 6.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (e) "Construction Vehicles & Mobile Plant Inspector" means a competent person appointed in accordance with regulation 21.(1)(j) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (f) "Contractor" means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2003.

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- (g) “Demolition Work Supervisor” means a competent person appointed in accordance with regulation 12.(1) of the Construction Regulations, 2003, in writing by the Contractor with written notification to the Engineer.
- (h) “Employer’s Designer” means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (i) “Contractor’s Designer” means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- (j) “Electrical Temporary Installation Inspector” means a competent person appointed in accordance with regulation 22. (d) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (k) “Employer” means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the “Client”, in the Occupational Health and Safety Act, 1993 and its regulations.
- (l) “Engineer” means the natural or juristic person or partnership named as the Engineer in the Conditions of Contract and appointed by the Employer to act as the Engineer in terms of this Contract.
- (m) “Engineer's Representative” means the person appointed by the Engineer in terms of Clause 2 of the Conditions of Contract.
- (n) “Excavation Work Supervisor” means a competent person appointed in accordance with regulation 11. (1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (o) “Explosive Powered Tools Issuer” means a competent person appointed in accordance with regulation 19. (2)(g)(i) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (p) “Fall Protection Developer” means a competent person appointed in accordance with regulation 8. (1)(a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

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- (q) “Fire Extinguisher Inspector” means a competent person appointed in accordance with regulation 27. (h) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (r) “Formwork and Support Work Supervisor” means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (s) “Hazard” means any object, action or condition that can potentially harm the health and safety of persons or property.
- (t) “Hazard Identification” means the identification and documenting of existing or expected hazards.
- (u) “Health and Safety Consultant” means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (v) “Health and Safety Plan” means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (w) “Health and Safety Specification” means a documented specification of all health and safety requirements and criteria to mitigate reduce or control hazards identified.
- (x) “Health and Safety Representative” means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- (y) “Ladder Inspector” means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
- (z) “Material Hoist Inspector” means a competent person appointed in accordance with regulation 17.(8)(a) of the Construction Regulations, 2003 in writing by the Contractor, with written notification to the Engineer.
- (aa) “Method Statement” means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (bb) “Professional Engineer” means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).

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- (cc) “Professional Technologist” means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (dd) “Risk” means the likely occurrence and impact of a hazard.
- (ee) “Risk Assessment” means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (ff) “Risk Assessor” means a competent person appointed in accordance with regulation 7.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (gg) “Safety Agent” means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (hh) “Scaffolding Supervisor” means a competent person appointed in accordance with regulation 14. (2) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (ii) “Stacking Supervisor” means a competent person appointed in accordance with regulation 26. (a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (jj) “Subcontractor” means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (kk) “Suspended Platforms Supervisor” means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

## 2.4 Duties, responsibilities and liabilities

### 2.4.1 Principal Parties

This section covers the duties, responsibilities and liabilities of the following principal parties:

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- Employer
- Employer's Safety Agent
- Contractor
- Subcontractor
- Employer's Designer
- Contractor's Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2003). The intention of the summary is not to replace the Regulations, but is included for indicative purposes. The liabilities of each party are also shown.

a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2003:

- 4.(1)(a) Prepare health and safety specifications for the Works.
- 4.(1)(a) Provide copies of the specifications to Tenderers or to the appointed Contractor.
- 4.(1)(b) Provide any information to the Contractor that may affect the health and safety of his employees.
- 4.(1)(c) Appoint the Contractor in writing for the Works.
- 4.(1)(d) Take reasonable steps to ensure that the Contractor's Health and Safety Plan is implemented and maintained on the Works (which shall include monthly audits).
- 4.(1)(e) Stop the Contractor from executing work, not in accordance with, his Health and Safety Plan or which poses a threat to the health and safety of persons.
- 4.(1)(f) Ensure that sufficient health and safety information and appropriate resources are made available to the Contractor when changes are brought about to the design.

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- 4.(1)(g) Ensure that the Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 4.(1)(h) Ensure that Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works.
- 4.(2) Discuss and negotiate the contents of the Contractor's Health and Safety Plan.
- 4.(2) Approve the Contractor's Health and Safety Plan for implementation.
- 4.(3) On request, make available copies of the Contractor's Health and Safety Plan to his employees, his Subcontractors and inspectors.
- 4.(4) Satisfy himself on the competencies and resources of the Contractor he intends appointing.
- 4.(6) Satisfy himself on the competencies and resources of his Safety Agent should he decide to appoint one.

In terms of Clause 6.(6) of the Special Conditions of Contract, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and Safety Act, 1993 and all its regulations including the Construction Regulations, 2003. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2003 as listed above.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with regulation 4.(5) of the Construction Regulations, 2003, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and

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responsibilities to ensure compliance with the Construction Regulations, 2003:

- 3.(1)(a) Notify the provincial director in writing of the commencement of the construction works.
- 3.(3) Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.
- 5.(1) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specifications.
- 5.(1) Apply the Health and Safety Plan from the Commencement Date until completion of the Works.
- 5.(2) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
- 5.(3)(a) Provide any Tenderer or Subcontractor with copies of the Employer's health and safety specifications.
- 5.(3)(b) Appoint Subcontractors in writing.
- 5.(3)(c) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
- 5.(3)(d) Stop any Subcontractor from executing Works, not in accordance with, the Contractor's Health and Safety Plan or which poses a threat to the health and safety of persons.
- 5.(3)(e) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Subcontractor when changes are brought about to the design of the Works.
- 5.(3)(f) Ensure that his Subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 5.(3)(g) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.

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- 5.(5) Discuss and negotiate the contents of his Subcontractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.
- 5.(5) Approve his Subcontractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.
- 5.(6) On request, make available a copy of his and his Subcontractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
- 5.(7) Open and maintain a record management system regarding health and safety for the Contractors own and Subcontractors' Health and Safety Documentation on the construction site.
- 5.(7) Upon request, make available his health and safety record management system to an inspector, Employer, the Employer's Safety Agent or the Contractor.
- 5.(8) Deliver the health and safety record management system to the Employer upon completion of the Works.
- 5.(9) Ensure that a comprehensive and updated list of all his Subcontractors (including their respective subcontracting agreements) are included in the health and safety record management system.
- 5.(10) Satisfy himself on the competencies and resources of the Subcontractor he intends appointing.
- 6.(1) Appoint a construction supervisor.
- 6.(3) Appoint assistant construction supervisors if required by an inspector.
- 6.(5) Appoint individual construction supervisors for individual construction sites.
- 6.(6) The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety Agent.

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- 6.(7) Provide opportunities to the construction safety officer to provide inputs into the Health and Safety Plan.
- 6.(8) Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.
- 7.(1) Perform a risk assessment prior to the commencement of any construction work.
- 7.(2) On request, make available copies of the his/her risk assessment.
- 7.(3) Consult with the health and safety committee on the development, monitoring and review of the risk assessment.
- 7.(4) Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(5) Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required
- 7.(6) Analyze ergonomic related hazards and address the same in the risk assessment.
- 7.(7) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(8) Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(9) Ensure that every employee is in possession and carries at all times his proof of health and safety induction training.
- 9.(1)(a) Prevent the uncontrolled collapse of any structure which may become unstable due to the carrying out of construction work.
- 9.(1)(b) Ensure that no structure is loaded in an unsafe manner.
- 9.(3) Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety Agent or employee.

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In terms of Clause 6.(6) of the Special Conditions of Contract, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Constructions Regulations, 2003, for which he is liable as mandatory.

d) Subcontractor

To ensure compliance with the Construction Regulations, the Subcontractor shall:

- 5.(4) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specification.
- 5.(4) Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.
- 5.(12) Satisfy himself on the competencies and resources of any Subcontractor he intends appointing.
- 5.(14) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

In addition to the above items, the Subcontractor shall, to ensure compliance with the Construction Regulations, comply with regulations 5.7, 6.(1), 6.(3), 6.(5), 6.(6), 6.(7), 6.(8), 7.(1), 7.(2), 7.(3), 7.(4), 7.(6), 7.(7), 7.(8), 7.(9), 9.(1)(a), 9.(1)(b) and 9.(3), summarized in Section 2.4.1(c) above.

e) Designer (Employer's Designer or Contractor's Designer)

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To ensure compliance with the Construction Regulations, 2003, the Designer (as defined in the Construction Regulations, 2003) shall:

- 9.(2) Make available to the Employer all relevant information affecting the pricing of the Works.
- 9.(b) Inform the Contractor of any hazards relating to the Works.
- 9.2(b) Make available all information required for the safe execution of the Works.
- 9.2(c) Ensure that information relating to geo-sciences, designs loads, and the methods and sequencing of construction processes are made available to the Contractor in a report.
- 9.2(d) Not include dangerous procedures or hazardous materials in the structure's design which could be avoided.
- 9.2(e) Make provision in the design of the Works for hazards likely to be encountered during its subsequent maintenance.
- 9.(2)(f) Carry out inspections of the construction work during the construction period to ensure compliance with the designs.
- 9.2(f) Keep records of the inspections carried out on the construction site.
- 9.2(g) Stop any contractor from executing works not in accordance with the designs.
- 9.2(h) Conduct a final inspection of the completed Works prior to its commissioning.
- 9.2(h) Issue a completion certificate to the Contractor subsequent to a successful final inspection.
- 9.(2)(i) Ensure that cognizance is taken of ergonomic design principles in order to minimize related hazards.

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2003 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

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The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2003 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

2.4.2 *Secondary Parties*

This section covers the duties, responsibilities and liabilities of the following secondary parties:

- Construction Health and Safety Officer
- Contractor's Employees
- Fall Protection Developer
- Health and Safety Consultant
- Health and Safety Representative
- Risk Assessor

a) Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

b) Contractor's Employees

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All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety Act, 1993 and briefly summarized as follows:

- Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
- Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
- Obey the health and safety rules and procedures laid down by his employer,
- Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,
- Immediately report any incident in which he was involved which has caused an injury to himself or others, and
- Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety

c) Fall Protection Developer

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 8 of the Construction Regulations, 2003.

d) Health and Safety Consultant

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

e) Health and Safety Representative

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The Health and Safety Representative shall fulfill the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

f) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonable practicable.

2.4.3 Supervisors, Inspectors and Issuers

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Batch Plant Supervisor

The Batch Plant Supervisor shall be required to ensure compliance with regulation 18 of the Construction Regulations, 2003. In addition, he shall fulfill the following duties and responsibilities:

- Manage the day to day operation of a batch plant,
- Be responsible for the maintenance of the batch plant,
- Be able to identify developing defects and hazardous situations,
- Act as the Occupational Health and Safety Representative at the batch plant, and
- Take responsibility for the safety of the personnel at the batch Plant.

The Batch Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Supervisor

The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure

compliance with regulation 21 of the Construction Regulations, 2003. The inspector will also be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a matter to ensure compliance with regulation 12 of the Construction Regulations, 2003. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation 22 of the Construction Regulations, 2003, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a matter to ensure compliance with regulation 11 of the Construction Regulations, 2003 and shall in particular ensure that every excavation is inspected:

- On a daily basis before each shift,
- After every blasting operation,
- After an unexpected fall of ground,
- After substantial damage to supports, and
- After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive Power Tools Issuer

The Explosives Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation 19 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

h) Fire Extinguisher Inspector

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation 27 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Formwork and Support Work Supervisor

The Formwork and Support Work Supervisor will supervise all formwork and support work operations and will see to it that formwork and support work erectors, operators and inspectors are competent to carry out their work Works to ensure compliance with regulation 10 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

j) Ladder Inspector

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with regulation 13 of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Material Hoist Inspector

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with regulation 17 of the Construction Regulations, 2003. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

l) Scaffolding Supervisor

The Scaffold Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with regulation 14 of the Construction Regulations, 2003 as well as ensure compliance with applicable SANS 085 specifications. The Contractor shall ensure that proof of such is available on site for auditing purposes.

m) Stacking Supervisor

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The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with regulation 26 of the Construction Regulations, 2003.

n) Suspended Platform Supervisor

The Suspended Platform Supervisor will supervise all suspended platform work operations carried out on the Works and to ensure compliance with regulation 15 of the Construction Regulations, 2003. The supervisor will also see to it that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Contractor shall ensure that proof of such is available on site for auditing purposes.

**C3.6.2.3**

**GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN**

**3.1**

**General**

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2003 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

- What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2003. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

### 3.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
  - a. Alternative Forms of Risk Assessment,
  - b. Methodology of Risk Assessment,
  - c. Elements of Risk Assessment,
    - i. Scope of assessment,
    - ii. Risks Identified,
    - iii. Risk Analysis,
    - iv. Risk Evaluation,
    - v. Risk Treatment,
    - vi. Monitoring and reviewing,
3. Resources,
  - a. Health and Safety Staffing Organogram,
  - b. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment
4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
5. Categories of Work

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6. Implementation of Health and Safety Plan,
  - a. Administrative systems,
  - b. Training,
  - c. Reporting,
  - d. Monitoring,
  - e. Inspections,
7. Auditing,
  - a. Internal audits,
  - b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

#### **C3.6.2.4 RISK ASSESSMENT**

##### **4.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2003. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

##### **4.2 Forms of Risk Assessment**

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In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

#### 4.2.1 *Baseline or datum risk assessments*

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

#### 4.2.2 *Issue based risk assessments*

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments.

#### 4.2.3 *Continuous risk assessments*

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,

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- Maintaining general hazard awareness,
- Pre-work risk assessment

#### 4.3 **Methodology for the Preparation of Risk Assessments**

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

#### 4.4 **Elements of a Risk Assessment**

##### 4.4.1

##### *General*

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

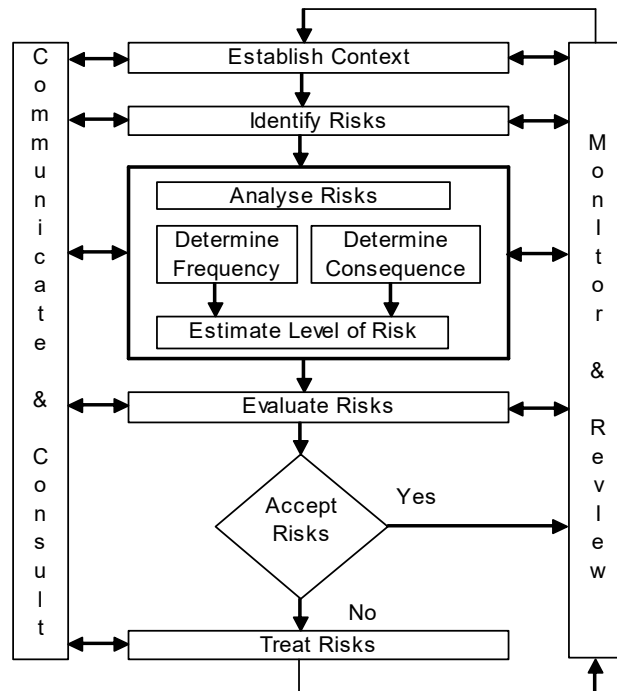
- 1) Consider scope and nature or risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.



**Figure 1: Risk Management Process**

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

4.4.2

*Risk Identification*

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,

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- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

**4.4.3 Risk Analysis**

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2

| Frequency of Occurrence of Hazard                                 | Severity of Consequences of Potential Hazard |                      |                         |                                |            |               |
|---|--|----------------------|-------------------------|--------------------------------|------------|---------------|
|   | 1 Medically treatable injury                 | 1 Compensable injury | 10 Compensable injuries | 1 Permanently disabling injury | 1 Fatality | 10 Fatalities |
| Frequent; 1 or more occurrences per year                          | Medium                                       | High                 | Very high               | Severe                         | Severe     | Severe        |
| Several times during a career; 0.1 occurrences per year           | Medium-low                                   | Medium               | High                    | Very high                      | Severe     | Severe        |
| Unlikely, but possible during a career; 0.01 occurrences per year | Low  | Medium-low           | Medium                  | High                           | Very high  | Severe        |
| Very unlikely during a career; 0.001 occurrences per year         | Low  | Low                  | Medium-low              | Medium                         | High       | Very high     |
| Barely credible; 0.0001 occurrences per year                      | Low  | Low                  | Low                     | Medium-low                     | Medium     | High          |

**Figure 2: Compounded Risk Matrix** below.

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions and qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the

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risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

4.4.4 *Risk Evaluation*

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
  
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

4.4.5 *Risk Treatment*

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or

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- Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
- Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
- Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

- Avoid risks altogether if possible by using different approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,
- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

#### 4.4.6

#### *Reporting and Recording*

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation programme of selected treatments (including controls to manage unacceptably high risks).

#### 4.4.7 *Monitoring and Review*

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as many factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

#### 4.4.8 *Communication and Consultation*

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The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

**C3.6.2.5 RESOURCES**

**5.1 General**

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

**5.2 Employees**

**5.2.1 Inspectors, supervisors and Issuers**

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2003 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,

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- The health and safety training to be provided to the Contractor's employees,
- The programme of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2003 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

### 5.2.2 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

### 5.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to

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supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

**5.3 Plant, Vehicles and Equipment**

**5.3.1 Suspended platform**

The Contractor shall with reference to Regulation 15: Suspended platforms of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends complying with SANS 1808 and SANS 1903,
- What systems he intends using to ensure the safety of all suspended platforms,
- What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

**5.3.2 Boatswains chairs**

The Contractor shall with reference to Regulation 16: Boatswains chairs of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Explain what systems he intends using to ensure the safety of all boatswains chairs,
- Explain how he intends maintaining boatswains chairs in use,
- What tests will be performed to establish the safety of boatswains chairs, and
- How he will document the design, testing, maintenance and inspections of the boatswains chairs.

**5.3.3 Material hoists**

The Contractor shall with reference to Regulation 17: Materials Hoist, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists,

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- What systems he intends using to ensure the safety of all material hoists,
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

5.3.4 *Batch Plants*

The Contractor shall with reference to Regulation 18: Batch plants of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all batch plants,
- How he intends maintaining the batch plants in use, and
- How he will document the design, testing, maintenance and inspections of batch plants in use.

5.3.5 *Explosive powered tools*

The Contractor shall with reference to Regulation 19: Explosive powered tools, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends controlling the issuing of explosive powered tools,
- How he intends implementing safety procedures prior to use of explosive powered tools, and
- What safety measures will be required during the use of explosive powered tools.

5.3.6 *Cranes*

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Contractor shall with reference to Regulation 20: Cranes, of the Construction Regulations, 2003 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- How will environmental factors be taken into account in respect to the use of cranes,
- What systems he intends using to ensure the safety of all cranes in use,
- How he intends maintaining cranes in use,
- What tests will be performed to establish the safety of all cranes in use,
- What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

5.3.7 *Construction vehicles and mobile plant*

The Contractor shall with reference to Regulation 21: Construction vehicles and mobile plant of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:
  - Of acceptable design and construction,
  - Maintained and in good working order,
  - Used according to design specifications, and
  - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

5.3.8 *Electrical Installation and Machinery on construction sites*

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

The Contractor shall with reference to Regulation 22: Electrical Installation and machinery on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

5.3.9 **Ladders**

The Contractor shall with reference to Regulation 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use.

**C3.6.2.6 MATERIALS**

**6.1 General**

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

**6.2 Fall Protection Equipment**

The Contractor shall with reference to Regulation 8: Fall Protection Equipment of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

### 6.3 Scaffolding

The Contractor shall with reference to Regulation 14: Scaffolding of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How compliance with SANS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used, and
- What tests will be performed to establish the safety of scaffolding used
- Training plan for scaffold erectors and inspectors.

### 6.4 Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Regulation 23: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage.

### 6.5 **Stacking and storage**

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Regulation 26: Stacking and storage on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Who will supervise the stacking and storage of materials on site, and
- What systems are intended to ensure the safe stacking and storage of materials on the site

### 6.6 **Personnel Safety Equipment and Facilities**

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- How he will maintain the personnel safety equipment issued.

## 6.7 First Aid, Emergency Equipment and Procedures

The Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

### C3.6.2.7 CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

#### 7.1 General

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

##### 7.1.1 Construction welfare facilities

Contractors will be required to adhere to Regulation 28: Construction welfare facilities of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

##### 7.1.2 Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

C. 138

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

### 7.1.3 *Housekeeping on construction sites*

Contractors will be required to adhere to Construction Regulation 25: Housekeeping on construction sites, of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
  - Store and/or stack materials,
  - Remove debris from site,
  - Prevent unauthorized entrance to the site
  - Protect employees or passers-by from falling objects

### 7.1.4 *Fire precaution on construction sites*

Contractors will be required to adhere to Construction Regulation 27: Fire precautions on construction sites, of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How the Contractor will minimize the risk of fire on the site
- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

#### 7.1.5 *Water Environments*

The Contractor will be required to adhere to Construction Regulation 24: Water Environments, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

#### 7.1.6 *Structures*

The Contractor will be required to adhere to Construction Regulation 9: Structures, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

#### 7.1.7 *Watching, barricading and lighting*

The Contractor will be required to adhere to regulations 11.3. (i) and 11.3.(l) of the Construction Regulations, 2003.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

- Type of barrier or fencing to be used,
- Type and spacing of warning lights and warning signs, and
- Control systems and personnel he intends employing to ensure that the above items are maintained.

## 7.2 Site Clearance

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

### 7.2.1 Demolition work

Contractors will be required to adhere to Construction Regulation 12: Demolition work, of the Construction Regulations, 2003.

The Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered

## 7.3 Earthworks

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

### 7.3.1 Excavation work

Contractors will be required to adhere to Construction Regulation 11: Excavation work, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

C. 141

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

#### 7.4 Concrete

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

##### 7.4.1 Formwork and support work

The Contractor shall with reference to Regulation 10: Formwork and support work, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of formwork and support work will be carried out,
- How the erection of formwork and support work will be managed,
- How the continuous assessment of the safety of formwork will be done,
- How the loading of formwork and support work will be managed or limited, and
- How he intends keeping records of the above.

#### 7.5 Pipes

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

The Contractor shall comply with Section 5 of the General Safety Regulations, with regards to work in confined spaces.

C. 142

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**C3.6.2.8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN**

**8.1 General**

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

**8.2 Administrative Systems**

.The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

**8.3 Reporting Systems**

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

#### 8.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified.

#### 8.5 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- The Employer or his Safety Agent, or
- The designated officer serving in the Department of Manpower and appointed by the Minister as chief inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

Inspections by the Chief inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

**C3.6.2.9      AUDITING**

**9.1            Internal Audits**

The audits contemplated in regulation 4.(1)(d) of the Construction Regulations, 2003 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 4.(1)(c) of the Construction Regulations, 2003.

## 9.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

## C3.6.2.10 MEASUREMENT AND PAYMENT

### 10.1 Measurement and Payment

10.1.1 The scheduled items for health and safety will be included in the preliminary and general section of the schedule of quantities. Measurement will be in terms of Clause 8.1.2 of SANS 1200 A.

10.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1.(h) of the Construction Regulations, 2003. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the Construction Regulations, 2003.

10.1.3 Payment for the scheduled items will be in terms of clause 8.2 of SANS1200 A.

### 10.2 Scheduled Items

#### 10.2.1 General



The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Contractor's management, staff and workforce on the contract.

However, the introduction of the Construction Regulations in 2003 requires from the Employer to ensure that the Contractor has made adequate provision for the execution of the works within the specifications of said regulations. The following items have been identified as critical towards ensuring the minimum standards of safe work practice:

It must be noted that the lists below are not exhaustive and that many items have been t Regulations, requires that the Contractor ensures adherence to the Occupational Health and Safety Act (Act 85 of 1993) the Construction Regulations, 2003.

10.2.2 *Fixed-Charge Items*

- a) Compliance with the Occupational Health and Safety Act ..... Unit: Sum (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

The fixed charge item shall include but shall not be limited to the following:

- Health and Safety Training
- Personal Protective Clothing and Equipment
- Fences, Signs and Barricades
- Establishment of Safety Administration
- Other Health and Safety Fixed-charge Obligations

10.2.3 *Time-related Items*

- a) Compliance with the Occupational Health and Safety Act ..... Unit: Sum (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

The time related item shall include but shall not be limited to the following:

- The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- Updating the Health and Safety Plan as needed,
- Carrying out of periodic own audits and follow-up audits,

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- Compiling ongoing risk assessments and risk assessment reports as required by the Works,
- Convening of regular safety meetings with the Safety Representatives,
- Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- Implementation and maintenance of Training
- Maintenance of personal protective clothing and equipment
- Maintenance of fences, signs and barricades
- Implementation and maintenance of safety administration
- Other Health and Safety Time-related Obligations

## ANNEXURES

### ANNEXURE 1-APPOINTMENT LETTERS

C. 148

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## ANNEXURES

### ANNEXURE 2-NOTIFICATION TEMPLATE

C. 149

|                   |                  |                  |                 |                  |                  |
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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

### **C3.6.3 ENVIRONMENTAL MANAGEMENT PLAN**

#### **CONTENTS**

- C3.6.3.1 SCOPE
- C3.6.3.2 DEFINITIONS
- C3.6.3.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.6.3.4 LEGAL REQUIREMENTS
- C3.6.3.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.6.3.6 TRAINING
- C3.6.3.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.6.3.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.6.3.9 RECORD KEEPING
- C3.6.3.10 COMPLIANCE AND PENALTIES
- C3.6.3.11 MEASUREMENT AND PAYMENT

#### **C3.6.3.1 SCOPE**

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Blouberg Local Municipality in writing for approval.

The EMP identifies the following:

C.150

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Construction activities that will impact on the environment.  
Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.  
Actions that shall be taken in the event of non-compliance.

### C3.6.3.2 DEFINITIONS

**Alien Vegetation:** alien vegetation is defined as undesirable plant growth which shall include, but not be limited to; all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

**Construction Activity:** a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction.

**Environment:** environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**Environmental Aspect:** an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**Environmental Impact:** an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

**Record of Decision:** a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (N.DEAT), that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

### C3.6.3.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

C. 151

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause PSA of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

### **C3.6.3.4 LEGAL REQUIREMENTS**

a) General

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Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

**C3.6.3.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

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The type of construction activity.  
Locality where the activity will take place.  
Identification of the environmental aspects and impacts that might result from the activity.  
Methodology for impact prevention for each activity or aspect.  
Methodology for impact containment for each activity or aspect.  
Emergency/disaster incident and reaction procedures.  
Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

**C3.6.3.6 TRAINING**

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;

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- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Municipality's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

**C3.6.3.7 ACTIVITIES/ASPECTS CAUSING IMPACTS**

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

**C3.6.3.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

- a) Site Establishment
  - i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of

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the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on

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the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor’s intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

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Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is

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acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

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i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

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Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at

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the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

iii) Spoil sites

The contractor shall be responsible for the safe sitting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

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The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

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Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist.

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

C. 165

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

### **C3.6.3.9 RECORD KEEPING**

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

### **C3.6.3.10 COMPLIANCE AND PENALTIES**

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

The following penalties shall apply for environmental violations:

**a) Unnecessary removal or damage to trees**

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

**b) Serious violations:**

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

**c) Less serious violations:**

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.: R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the

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

agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

**C3.6.3.1 MEASUREMENT AND PAYMENT**

| <b>Item</b>   | <b>Unit</b>   |
|---|---|
| <b>C100.01</b>                                      | <b>Penalty for unnecessary removal or damage to trees</b> |
|   | for the following diameter sizes                          |
| (a) 2600mm girth or less                            | number (No)   |
| (b) Greater than 2600mm, but less than 6180mm girth | number (No)   |
| (c) Greater than 6180mm girth                       | number (No)   |

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

| <b>Item</b>  | <b>Unit</b>                           |
|--|---------------------------------------|
| <b>C100.02</b>   | <b>Penalty for serious violations</b> |
| (a) Hazardous chemical/oil spill and/or dumping in non-approved sites  | number (No)                           |
| (b) General damage to sensitive environments   |                                       |
| (c) Damage to cultural and historical sites  | number (No)                           |
| (d) Pollution of water sources   | number (No)                           |
| (e) Unauthorised blasting activities   | number (No)                           |
| (f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) | number (No)                           |

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

| <b>Item</b>                                    | <b>Unit</b>                                |
|--|--|
| <b>C100.03</b>                                 | <b>Penalty for less serious violations</b> |
| • Littering on site                            | number (No)                                |
| • Lighting of illegal fires on site            | number (No)                                |
| • Persistent or un-repaired fuel and oil leaks | number (No)                                |

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

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Excess dust or excess noise emanating from site</li> <li>• Dumping of milled material in side drains or on grassed areas</li> <li>• Possession or use of intoxicating substances on site</li> <li>• Any vehicles being driven in excess of designated speed limits</li> <li>• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife</li> <li>• Illegal hunting</li> <li>• Urination and defecation anywhere except in designated areas</li> </ul> | <p>number (No)</p> <p>number (No)</p> <p>number (No)</p> <p>number (No)</p> <p>number (No)</p> <p>number (No)</p> <p>number (No)</p> |
|---|--|

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities**

| SECTION | CONTENTS                          | ENVIRONMENTAL IMPACTS   |   |   |   |  |
|---------|-----------------------------------|---|---|---|---|--|
|         |                                   | POLLUTION TYPE  | DEFORMATION OF LANDSCAPE  | SOIL EROSION  | ALIEN VEGETATION  | SENSITIVE AREAS<br>(to be completed by compiler) |
| 1300    | Camp Establishment                | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage                                 | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil   | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 1400    | Housing, Offices and laboratories | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage<br>Noise/lights                 | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil<br>Demarcate sensitive areas                            | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 1500    | Accommodation of Traffic          | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage<br>Noise/lights<br>Dust control | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil<br>Demarcate sensitive areas<br>Maintenance of windrows | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 1600    | Overhaul                          | Spillage<br>Storage<br>Noise/lights<br>Dust control   | Turning circles<br>Parking areas  | Restrict access to sensitive areas                                      | Protection of indigenous vegetation<br>Preserve topsoil                   |  |

C.170

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



| SECTION      | CONTENTS              | ENVIRONMENTAL IMPACTS   |   |   |   |  |
|--------------|-----------------------|---|---|---|---|--|
|              |                       | POLLUTION TYPE  | DEFORMATION OF LANDSCAPE  | SOIL EROSION  | ALIEN VEGETATION  | SENSITIVE AREAS<br>(to be completed by compiler) |
|              |                       | Exhaust fumes<br>Washing waste  |   |   |   |  |
| 1700         | Clearing and grubbing | Waste treatment<br>Hazardous waste<br>Water supply<br>Noise /lights<br>Dust control | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Protection of indigenous vegetation<br>Preserve topsoil                   |  |
| 2100<br>2400 | - Drainage            | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage           | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 3100         | Borrow pits           | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage           | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 3200         | Stockpiling           | Waste treatment<br>Hazardous waste<br>Water supply                                  | Selection of site<br>Preserve indigenous vegetation                     | Selection of site<br>Preserve indigenous vegetation                     | Preserve indigenous vegetation<br>Preserve topsoil                        |  |

C. 171

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

| SECTION      | CONTENTS                              | ENVIRONMENTAL IMPACTS  |  |  |  |  |
|--------------|---------------------------------------|--|--|--|--|--|
|              |                                       | POLLUTION TYPE   | DEFORMATION OF LANDSCAPE   | SOIL EROSION   | ALIEN VEGETATION   | SENSITIVE AREAS<br>(to be completed by compiler) |
|              |                                       | Spillage<br>Storage  | Preserve topsoil   | Preserve topsoil   | Management of weeds  |  |
| 3300         | Mass Earthworks                       | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage  | Selection of site<br>Preserve indigenous<br>vegetation<br>Preserve topsoil   | Selection of site<br>Preserve indigenous<br>vegetation<br>Preserve topsoil | Preserve indigenous<br>vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 3400<br>3900 | Pavement layers                       | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage<br>Noise / lights<br>Dust control                  | Selection of site<br>Preserve indigenous<br>vegetation<br>Preserve topsoil<br>Demarcate sensitive areas<br>Maintenance of windrows | Selection of site<br>Preserve indigenous<br>vegetation<br>Preserve topsoil | Preserve indigenous<br>vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 4100         | Asphalt works /<br>sealing operations | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage<br>Noise / lights<br>Dust control<br>Smoke control | Selection of site<br>Preserve indigenous<br>vegetation<br>Preserve topsoil<br>Turning circles<br>Parking areas                     | Selection of site<br>Preserve indigenous<br>vegetation<br>Preserve topsoil | Preserve indigenous<br>vegetation<br>Preserve topsoil                        |  |

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

| SECTION | CONTENTS               | ENVIRONMENTAL IMPACTS   |   |   |   |  |
|---------|------------------------|---|---|---|---|--|
|         |                        | POLLUTION TYPE  | DEFORMATION OF LANDSCAPE  | SOIL EROSION  | ALIEN VEGETATION  | SENSITIVE AREAS<br>(to be completed by compiler) |
|         |                        | Storage of materials  |   |   |   |  |
| 5000    | Ancilliary roadworks   | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | reserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds  |  |
| 6000    | Structures             | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |  |
| 7000    | Concrete pavements etc | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |  |

C. 173

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

**C3.7      MINISTRERIAL DETERMINATION (EPWP)**

C.174

|                   |                  |                  |                 |                  |                  |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
|                   |                  |                  |                 |                  |                  |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

## PART C5: ANNEXURES

|      |   |      |
|------|---|------|
| C5.1 | PROFORMA DOCUMENTS .....                            | C.2  |
| C5.2 | BLOUBERG LOCALMUNICIPALITY SUPPLY CHAIN POLICY..... | C.15 |
| C5.3 | EPWP MINISTERIAL DETERMINATION.....                 | C.16 |
| C5.4 | CONTRACT DRAWINGS .....                             | C.17 |

C.1

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**C5.1 PROFORMA DOCUMENTS**

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA.....C.3  
C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT .....C.5  
C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT .....C.8  
C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT ....C.9  
C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT .....C.10  
C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT .....C.11  
C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT .....C.12  
C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT .....C.13

C.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C5.1.1 RETENTION MONEY GUARANTEE PROFORMA**

**EXAMPLE**

Blouberg Municipality  
P.O Box 1593  
Senwabarwana  
0790

FOR INFORMATION ONLY:  
This Guarantee is not to be completed and signed by the Guarantor.  
A separate form will be issued to the successful Tenderer

**Notes to Tenderer**

- 1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
- 2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

**CONTRACT NO: BM07/18/19: CONSTRUCTION OF TOWERFONTEIN CRECHE**

The guarantee is issued on behalf of .....

Registration No .....

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to ..... (R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies,

**C.3**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

which but for this guarantee would have been retained by you, becomes payable to the Contractor.

5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at .....for and on behalf of .....

on this the ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME (Print): .....

ADDRESS ..... ADDRESS .....

.....  
.....

C.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT**

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm : .....
- Postal address : .....
- Telephone no. : ..... Fax no .....
- Contact person : .....
- VAT registration no. : .....
2. Type of firm (tick as appropriate)
  - Partnership.....
  - One person business/sole trader.....
  - Close corporation: registration no.....
  - Date of registration.....
  - Company: registration no.....
  - Pty Ltd: registration no.....
3. Principal Business Activities : .....
4. Service/work to be performed on this contract: .....
5. Participation in this contract
  - as a Sub-contractor Yes/No
  - in a Joint Venture Yes/No
  - with main contractor Yes/No
  - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

| Name | ID. No. | Citizen of RSA<br>Yes/No | PDI status<br>Yes/No | %owned |
|------|---------|--------------------------|----------------------|--------|
|      |         |                          |                      |        |

C.5

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the

Employers of the projects listed.

| PROJECT AND WORK PERFORMED | EMPLOYER<br>(NAME, ADDRESS, TEL, FAX) | VALUE OF RANDS |
|----------------------------|---------------------------------------|----------------|
|                            |                                       |                |

**Notes to tenderer:**

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

**8. Declaration**

I, .....,  
 being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature .....

Name (print) .....

Date .....

C.6

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

Signed on behalf of (print name) .....

Address .....

.....

Telephone no. ....

Commissioner of Oath .....

Date .....

**Note: In the case of a Company a certificate of authority for signatory must be provided.**

C.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**EXAMPLE**

**C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT**

**CONTRACT NO : BM07/18/19**

| REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF OCTOBER 2019 |                        |                   |            |         |       |              |        |       |              |        |
|--|------------------------|-------------------|------------|---------|-------|--------------|--------|-------|--------------|--------|
| NAME OF COMPANY OR FIRMAND VENDOR NUMBER                                 | AGE OF COMPANY OR FIRM | EMPLOYMENT GROUP  | EMPLOYMENT |         |       |              |        |       |              |        |
|  |                        |                   | MALE       | FEMAL E | TOTAL | PERSON/HOURS |        |       | VALUE (RAND) |        |
|  |                        |                   |            |         |       | MALE         | FEMALE | TOTAL | MALE         | FEMALE |
|  |                        | Unskilled (US)    |            |         |       |              |        |       |              |        |
|  |                        | Semi-Skilled (SS) |            |         |       |              |        |       |              |        |
|  |                        | Skilled (SK)      |            |         |       |              |        |       |              |        |
|  |                        | Lab Tech (LT)     |            |         |       |              |        |       |              |        |
|  |                        | Surveyor (SUR)    |            |         |       |              |        |       |              |        |
|  |                        | Eng. Tech (ET)    |            |         |       |              |        |       |              |        |
|  |                        | Engineer (EN)     |            |         |       |              |        |       |              |        |
|  |                        | Admin (AD)        |            |         |       |              |        |       |              |        |
|  |                        | Others (o)        |            |         |       |              |        |       |              |        |
| <b>TOTALS</b>  |                        |                   |            |         |       |              |        |       |              |        |

C.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**GRAND TOTALS**

|  |  |
|--|--|
|  |  |
|--|--|

**EXAMPLE**

**C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT**

**CONTRACT NO: BM07/18/19**

| REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF OCTOBER 2019 |      |     |         |       |
|---|------|-----|---------|-------|
| POSITION HELD   | NAME | PDI | NON-PDI | TOTAL |
|   |      |     |         |       |
| Site Agent  |      |     |         |       |
| Senior Materials Technician   |      |     |         |       |
| Senior Surveyor   |      |     |         |       |
| Earthworks Surveyor   |      |     |         |       |
| Compaction Supervisor   |      |     |         |       |
| Surfacing Supervisor  |      |     |         |       |
| Structures Supervisor   |      |     |         |       |
| Others: - List  |      |     |         |       |
|   |      |     |         |       |
|   |      |     |         |       |
| <b>TOTALS</b>   |      |     |         |       |

C.9

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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EXAMPLE

**C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT**

**CONTRACT NO: BM07/18/19**

| REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF OCTOBER 2019 |        |                     |            |  |                  |        |                      |        |   |        |
|--|--------|---------------------|------------|--|------------------|--------|----------------------|--------|---|--------|
| DATES OF TRAINING COURSES  |        | EMPLOYER OF TRAINEE |            | NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH | ATTENDANCES      |        |                      |        | TOTAL COST OF TRAINING PER TYPE OF TRAINING |        |
| START  | FINISH | NAME                | VENDOR NO. |  | NUMBER ATTENDING |        | CERTIFICATES AWARDED |        | MALE  | FEMALE |
|  |        |                     |            |  | MALE             | FEMALE | MALE                 | FEMALE |   |        |
|  |        |                     |            |  |                  |        |                      |        |   |        |
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C.10

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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|  |  |  |  |  |  |  | <b>TOTAL</b>              |  |  |  |
|  |  |  |  |  |  |  | <b>TOTAL ALL TRAINEES</b> |  |  |  |

**EXAMPLE**

**C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT**

**CONTRACT NO : BM07/18/19**

| REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF OCTOBER 2019 |        |                     |            |  |                  |        |                      |        |   |        |
|--|--------|---------------------|------------|--|------------------|--------|----------------------|--------|---|--------|
| DATES OF TRAINING COURSES  |        | EMPLOYER OF TRAINEE |            | NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH | ATTENDANCES      |        |                      |        | TOTAL COST OF TRAINING PER TYPE OF TRAINING |        |
|  |        |                     |            |  | NUMBER ATTENDING |        | CERTIFICATES AWARDED |        |   |        |
| START  | FINISH | NAME                | VENDOR NO. |  | MALE             | FEMALE | MALE                 | FEMALE | MALE  | FEMALE |
|  |        |                     |            |  |                  |        |                      |        |   |        |
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C.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**EXAMPLE**

**C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT**

**CONTRACT NO : BM07/18/19**

| REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF OCTOBER 2019 |        |                     |            |  |                  |        |                      |        |   |        |
|--|--------|---------------------|------------|--|------------------|--------|----------------------|--------|---|--------|
| DATES OF TRAINING COURSES  |        | EMPLOYER OF TRAINEE |            | NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH | ATTENDANCES      |        |                      |        | TOTAL COST OF TRAINING PER TYPE OF TRAINING |        |
|  |        |                     |            |  | NUMBER ATTENDING |        | CERTIFICATES AWARDED |        |   |        |
| START  | FINISH | NAME                | VENDOR NO. |  | MALE             | FEMALE | MALE                 | FEMALE | MALE  | FEMALE |
|  |        |                     |            |  |                  |        |                      |        |   |        |
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C.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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|  |  |  |  |  |  |  |  |  | <b>TOTAL ALL TRAINEES</b> |  |

**EXAMPLE**

**C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT**

**CONTRACT NO : BM07/18/19**

| <b>REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF OCTOBER 2019</b> |   |                   |  |                                    |                                  |                 |
|---|---|-------------------|--|------------------------------------|----------------------------------|-----------------|
| <b>DATE OF MEETING</b>  | <b>COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING</b> |                   | <b>NUMBER OF COMMUNITY MEMBERS PRESENT</b> | <b>DURATION OF MEETING (hours)</b> | <b>TOTAL COST OF THE MEETING</b> | <b>COMMENTS</b> |
|   | <b>NAME</b>   | <b>VENDOR NO.</b> |  |                                    |                                  |                 |
|   |   |                   |  |                                    |                                  |                 |
|   |   |                   |  |                                    |                                  |                 |
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C.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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C.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C5.2 BLOUBERG LOCALMUNICIPALITY SUPPLY CHAIN POLICY**

The supply chain policy of the Municipality is attached on the next page.

C.15

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**C5.3 EPWP MINISTERIAL DETERMINATION**

The Ministerial determination for EPWP is attached on the next page.

C.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C5.4 CONTRACT DRAWINGS

The following is a list of some of the contract drawings included.

| Drawing No.       | Title              |
|-------------------|--------------------|
| BM 07/18/19 – 001 | Locality Plan      |
| BM 07/18/19 – 002 | Working Drawings   |
| BM 07/18/19 – 003 | Working Drawings   |
| BM 07/18/19 – 004 | Working Drawings   |
| BM 07/18/19 – 005 | Foundation Details |

C.17

Contractor

Witness 1

Witness 2

Employer

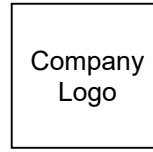
Witness 1

Witness 2

# **HEALTH AND SAFETY SPECIFICATION**

## **ANNEXURE 1**

### **APPOINTMENT LETTERS**



**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Assistant Construction Supervisor's Name)**

**APPOINTMENT OF THE ASSISTANT CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(2)**

I, **(contractor's name)** hereby appoint **(assistant construction supervisor's name)** as the assistant supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to **(construction supervisor's name)** and in his absence to the contractor's representative.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the construction Regulations, 2003.

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|                                       |           |       |
|---------------------------------------|-----------|-------|
| Contractor's Representative full name | Signature | Date  |
| .....                                 | .....     | ..... |
| .....                                 |           |       |

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Kindly confirm your acceptance of this appointment by completing the following:

I, (***assistant construction supervisor***) understand the implications of the appointment as detailed above and confirm my acceptance.

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Assistant construction supervisor's  
full name

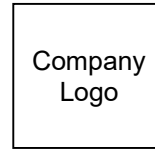
---

Signature

Date

---





Company Address  
Company Address  
Code

Attention: **(Safety Officer's Name)**

**APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 6(6)**

I, **(contractor's name)** hereby appoint **(safety officer's name)** as the Construction Health and Safety Officer responsible for **(site address)** to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2003 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

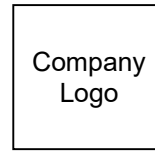
This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

.....  
Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction health and safety officer's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction Health & Safety Officer's full name      Signature      Date



**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Construction Vehicle and Mobile Plant Inspector)**

**APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 21(1) (j)**

I, **(contractor's name)** hereby appoint **(construction vehicles and mobile plant inspector's name)** as the construction vehicles and mobile plant inspector responsible for **(site address)** to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

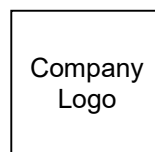
This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date  
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction vehicles and mobile plant inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction vehicles and mobile plant      Signature      Date  
inspector's full name



**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Sub-Contractor's Name)**

**APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 5(3)(b)**

I, **(contractor's name)** hereby appoint **(sub-contractor's name)** as the sub-contractor responsible for **(site address)** to carry out the construction work of **(description of construction work)**.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2003. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

\_\_\_\_\_  
Contractor's Representative full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

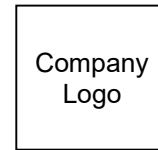
Kindly confirm your acceptance of this appointment by completing the following:

I, **(sub-contractor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Sub-Contractor's Representative full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Company Name**  
**Company Address**  
**Company Address**  
**Code**

Attention: (**Construction Supervisor's Name**)

**APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(1)**

I, (**contractor's name**) hereby appoint (**construction supervisor's name**) as the Supervisor responsible for (**site address**) to carry out the construction work of (**description of construction work and area of responsibility**).

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to (**contractor's name**). This appointment is valid from (**date**) to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

---

Contractor's Representative full name

---

Signature

---

Date

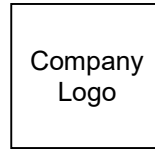
Kindly confirm your acceptance of this appointment by completing the following:

I, (**construction supervisor**) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction Supervisor's full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Excavation Work Supervisor's Name)**

**APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 11(1)**

I, **(contractor's name)** hereby appoint **(excavation work supervisor's name)** as the excavation work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

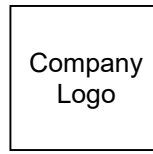
This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(excavation work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Excavation Work Supervisor full name      Signature      Date



**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Form work and Support work supervisor's name)**

**APPOINTMENT OF THE FORMWORK AND SUPPORT WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 10(a)**

I, **(contractor name)** hereby appoint **(form work and support work supervisor's name)** as the formwork and support work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all formwork and support work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to formwork and support work that the necessary precautionary measures are taken and enforced. Hazards are reported in writing to the Construction, Health and Safety Officer and the Construction Supervisor.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

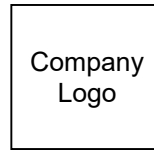
This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(formwork and support work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Formwork and Support Work Supervisor's full name      Signature      Date



**Company Name**  
Company Address  
Company Address  
Code

Attention: (**Ladder Inspector's Name**)

**APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 13(A)**

I, (**contractor's name**) hereby appoint (**ladder inspector's name**) as the ladder inspector responsible for (**site address**) to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

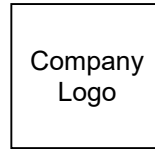
\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (**ladder inspector's full name**) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Ladder inspector's full name      Signature      Date





**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Risk Assessor's Name)**

**APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 7(1)**

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

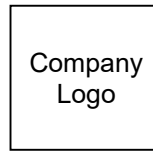
This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction site Risk Assessor's      Signature      Date  
full name



**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Scaffolding Supervisor's Name)**

**APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 14(2)**

I, **(contractor's name)** hereby appoint **(scaffolding supervisor's name)** as the scaffolding supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

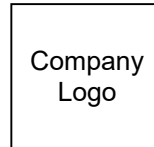
This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(scaffolding supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Scaffolding Supervisor's full name      Signature      Date



**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Stacking and Storage Supervisor's Name)**

**APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 26(a)**

I, **(contractor's name)** hereby appoint **(stacking and storage supervisor's name)** as the stacking and storage supervisor responsible for **(site address)** to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Supervisor      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(stacking and storage supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Stacking and Storage Supervisor's      Signature      Date  
full name

# **HEALTH AND SAFETY SPECIFICATION**

## **ANNEXURE 2**

### **NOTIFICATION TEMPLATES**

**Company Name**  
Company Address  
Company Address  
Code

|                 |
|-----------------|
| Company<br>Logo |
|-----------------|

Attention: The Provincial Director  
The Department of Labour  
[Postal Address\*]

**NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT [NUMBER]  
[CONTRACT DESCRIPTION]**

In terms of regulation 3.(1) of the Construction Regulations , 2003 promulgated on 18 July 2003 in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which:

- Includes the demolition of a structure exceeding a height of 3 meters,
- Includes the use of explosives to perform the construction work,
- Includes the dismantling of fixed plant at a height greater than 3 meters,
- Will exceed 30 days or will involve more than 315 person days of construction,
- Includes excavation work deeper than 1 meter, or
- Includes working at a height greater than 3 meters above ground or a landing.

**1. Parties involved on the Contract**

1.1 The Principal Contractor is: [Contractor's Name]  
[Contractor's postal address]  
[Contractor's postal address]  
Att: [Contractor's contact person and telephone number]

1.2 The Client (Employer) is: [Employer's Name]  
[Employer's postal address]  
Att: [Employer's contact person and telephone number]

1.3 The Client's Safety Agent is: [Safety Agent's Name]  
[Safety Agent's postal address]  
Att: [Safety Agent's contact person and telephone number]

1.4 The Contractor's Construction Supervisor is: [Contractor's Construction Supervisor's name and telephone number]

## 2. Details of the construction works

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- 2.1 The physical address of the works is: [Physical address of works]  
[Physical address of works]
- 2.2 The nature of the construction works is: [Provide a description of the works].
- 2.3 The expected commencement date of the Works is : [Insert expected commencement date]
- 2.4 The expected completion date of the works is : [Insert expected completion date]
- 2.5 The estimated maximum number of persons on the construction site:
- 2.6 A total of \_\_\_\_\_ contractors will be accountable to the Principal Contractor on the construction site during the execution of the Works. The names of the contractors already chosen are as follows: [Provide a list of the Contractor's subcontractors already appointed]

## 3. Other details

- 3.1 The Principal Contractor's compensation registration number is: \_\_\_\_\_
- 3.2 In terms of regulation 3.(3) a copy of this notification will be kept on site for inspection.

We trust the above is in order.

Yours faithfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 1996.

**BLOUBERG MUNICIPALITY**

**POLICY:  
SUPPLY CHAIN MANAGEMENT**



## CHAPTER 1

### 1. INTRODUCTION

A Green Paper on Public Sector Procurement Reform in South Africa was published in April 1997. The Green Paper recognized that public sector procurement could be used by government as a mechanism to also achieve certain broader policy objectives such as black economic empowerment, local economic development spin-offs for small and medium sized business, skills transfer and job creation. To achieve this, institutional and economic reform was necessary within two broad themes, namely, to establish principles of good governance in the area of supply chain management and to introduce a preference system to achieve certain socio-economic policy objectives.

This document is to serve as a both a policy guideline and as a general user manual for the personnel of the BLM in which the policy and directives with regard to supply chain management are made known. This policy therefore addresses the following as required by the Local Government: Municipal Finance Act, 2003 and the Preferential Procurement Regulations of 2004, the Broad-Based Black Economic Empowerment Act (Act 53 of 2003) and the Draft Supply Chain Management Regulations from National Treasury (3 May 2005):

- Procurement of goods and services;
- Disposal of goods no longer needed;

Selection of contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Systems Act applies; and

Selection of external mechanisms referred to in section 80(1)(b) of the Systems Act

This policy does not apply if the municipality contracts with another organ of state for-

Provision of goods or services to the municipality;

The provision of a municipal service or assistance in the provision of a municipal service; or

The procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement.

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### 2. ABBREVIATIONS

**BEE** Black Economic Empowerment

**BBEEA** Broad-Based Black Economic Empowerment Act (Act 53 of 2003)

**MFMA** Municipal Finance Management Act, 2003 (Act 56 of 2003)

**BLM** Blouberg local municipality established i.t.o. Act No 117 of 1998

**CEO** Chief Executive Officer

**CFO** Chief Financial Officer

**CBC** Central Bid Committee

**HDI** Historically Disadvantaged Individual

**HOD** Head of Department

**MM** Municipal Manager

**PPPFA** Preferential Procurement Policy Framework Act, (Act no 5 of 2000)

**RDP** Reconstruction and Development Programme

**RFI** Request for Information



**RFP** Request for Proposal  
**SCM** Supply Chain Management  
**SFEC** Standing Financial Expenditure Committee  
**SMME** Small Medium and Micro Enterprise  
**TOR** Terms of Reference

### 3. DEFINITIONS

In this Policy, unless a written context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the same meaning as in the Act, and:

**“Bid”** means a written offer submitted in a prescribed or stipulated form, in response to an invitation by the Blouberg Municipality for a procurement as part of a competitive bidding process;

**“Competitive bid”** means a bid in terms of competitive bidding process;

**“Final award”** means the final decision on which bid or quote to accept;

**“In the service of state”** means to be:

(a) a member of

(i) any municipal council;

(ii) any provincial legislature;

(iii) the National Assembly or 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 entity or constitutional institution within the meaning of 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;

**“Long term contracts”** means a contract with a duration period exceeding one Year;

**“other applicable legislation”** means any other legislation applicable to municipal Supply chain management, including:

(a) the Preferential Procurement Policy Framework Act, 2000(Act No.5 of 2000)

(b) the Broad Based Black economic Empowerment Act, 2003 (Act No.53 of 2003)

(c) the Construction Industry Development Board Act. 2000 (Act No.38 of 2000)

**“municipality”** means Blouberg Municipality;

**“Historically Disadvantaged Individual”** means a South African citizen:

(a) Who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act no 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no 200 of 1993) (“the Interim Constitution”); and/or

(b) Who is a female; and/or

(c) Who has a disability;

(d) Provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI.

**“Small Medium and Micro Enterprise”** SMME is as defined in the National Small

Business Act, 102 of 1996. Employing a maximum of 100 employees in any sector except manufacturing or construction where the maximum is 200 employees.

**“Council”** means Blouberg Municipal council referred to in Sec 157(1) of the constitution;

**“delegation”** means the issuing of a written authorization by delegating authority to a delegated body to act in his stead;

**“Physically disabled”** shall mean suffering from an impairment of a physical, intellectual or sensory function, resulting in a restriction or lack of ability to perform an activity in a manner or within a range considered normal.

**“Head of department”** shall mean a senior manager as referred to in Section 56 of the Municipal Systems Act.

**“the Act”** means Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

**“the Regulation”** means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations Gazetted in Gazette Number 865 of 2005;

**“youth”** means any person who is thirty-five years old and below;

**“Municipal Finance Management Act”** shall mean the Municipal Finance Management Act no 56 of 2003

**“Municipal manager”** shall mean the person appointed in terms of Section 82 of the Municipal Structures Act.

**“Municipal Structures Act”** shall mean the Local Government: Municipal Structures Act No. 117 of 1998.

**“Municipal Systems Act”** shall mean the Local Government: Municipal Systems Act No. 32 of 2000.

**“Supply chain management policy”** shall mean the policy referred to in Section 111 of the Municipal Finance Management Act.

**“Budget and treasury office”** shall mean the office established in terms of Section 80 of the Municipal Finance Management Act”

**“Chief financial officer”** shall mean the person designated as such in terms of Section 80(2)(a) of the Municipal Finance Management Act No. 56 of 2003.

**“Councilor”** shall mean a member of the municipal council.

#### **4. LEGISLATIVE ENVIRONMENT & REGULATORY FRAMEWORK**

##### **4.1 THE CONSTITUTION**

In establishing a supply chain management policy document, the Blouberg local municipality must produce a document that complies with section 217 of the Constitution of the Republic of South Africa, 1996 Act 208 of 1996) which reads as follows:

(1) When an Organ of State in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods and services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.

(2) Subsection (1) does not prevent the Organs of State or institutions referred to in that subsection from implementing a procurement policy providing for-

- (a) categories of preference in the allocation of contracts; and
- (b) the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.

(3) National legislation must prescribe a framework within which the policy referred to in subsection (2) must be implemented.

#### **4.2 THE MUNICIPAL SYSTEMS ACT**

The "Municipal Systems Act 2000 (Act 32 of 2000) requires that municipalities assess, according to specific criteria and processes, whether to provide municipal services internally or externally by way of service delivery agreements. This Act stipulates the requirements for service delivery agreements through competitive bidding selection and pre-qualification processes which-

- are competitive, fair, transparent, equitable and cost-effective,
- allow all prospective service providers to have equal and simultaneous access to information relevant to the bidding process;
- minimise the possibility of fraud and corruption; and
- make the municipality accountable to communities, residents and role-players about progress with selecting a service provider and the reasons for any decision in this regard; and
- take into account the need to promote the empowerment of small and emerging enterprises.

#### **4.3 THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT**

The Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its regulations are applicable to local government. It provides that BLM shall implement a preference system in the allocation of contracts for categories of service providers to advance the interest of persons disadvantaged by unfair discrimination. However, it must be applied without compromising or limiting the quality, coverage, cost and developmental impact of the services.

#### **4.4 THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003)**

This Act and Chapter 11 in particular deals with supply chain management in detail and it is essential that it is strictly adhered to by the municipality in order to achieve the objectives as set out in this document. It is compulsory for a municipality to have a supply chain management policy to give effect to the relevant provisions of the Act.

The Municipal Finance Management Act, 2003 (Act 56 of 2003) provides that

the municipal supply chain management shall comply with a regulatory framework that must cover at least the following:

The range of supply chain management processes that will be used including tenders, quotations, auctions and other types of competitive bidding.

When a particular type of process must be used.

Procedures and mechanisms for each type of process.

Procedures and mechanisms for more flexible processes where the value of a contract is below a prescribed amount.

Open and transparent pre-qualification processes for tenders or other bids.

Competitive bidding processes in which only pre-qualified persons may participate.  
Bid documentation, advertising of and invitations for contracts.  
Procedures and mechanisms for-

- The opening, registering and recording of bids in the presence of interested persons;

- The evaluation of bids to ensure best value for money;
- Negotiating of final terms of contracts; and
- The approval of bids.

Screening processes and security clearances for prospective Contractors on tenders or other bids above a prescribed value.

Compulsory disclosure of any conflicts of interests prospective contractors may have in specific tenders and the exclusion of such prospective contractors from those tenders or bids.

Participation in the supply chain management system of persons who are not officials of the municipality

The barring of persons from participating in tendering or other bidding

processes, including persons-

Who were convicted for fraud or corruption during the past five years;

Who wilfully neglected, reneged on or failed to comply with a government contract during the past five years; or

Whose tax matters are not cleared by SARS.

Measures for –

Combating fraud, corruption, favouritism and unfair and irregular practices in municipal supply chain management; and

Promoting ethics of officials and other role players involved in municipal supply chain management.

The invalidation of recommendations or decisions that were unlawfully or

improperly made, taken or influenced, including recommendations or decisions that were made, taken or in any way influenced by –

Councillors in contravention of item 5 or 6 of their Code of Conduct;

Municipal officials in contravention of items 4 or 5 of their Code of Conduct.

The procurement of goods and services by municipalities through contracts procured by other organs of state.

Contract management and dispute settling procedures.

Delegation of municipal supply chain management powers and duties.

## **5. VISION AND OBJECTIVES**

BLM is a municipality that undertakes to ensure equitable distribution of resources and act as a catalyst for development and service delivery in a co-ordinated, inclusive and sustainable manner.

BLM intends to use the new acquisitioning policy as a tool to achieve the following objectives:

- stimulate economic growth

stimulate socio- economic development  
enhance quality of services  
enhance delivery of services  
promote fairness, transparency, competitiveness and costeffectiveness

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This supply chain management policy is intended to be in line with the prescribed national procurement policy and will also take into consideration the following key principles:

creating opportunities for SMME's;  
ensuring that value for money is obtained;  
to eliminate and counter any form of corruption, favouritism and irregular practices;  
implementation of systems of control and accountability; and  
standardisation in procedures of bid evaluations, documentation and contracts;

Effective monitoring and support

Total quality management

Reporting

## 6. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS.

(1)The council of the municipality delegate powers and duties to the accounting officer so as to enable the accounting officer to:

(a) Discharge the supply chain management responsibilities conferred on accounting officers in terms of chapter 8 or 10 of the Act.

(b) to maximize administrative and operational efficiency in the implementation of the scm policy

(C) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favoritism and unfair and irregular practices in the implementation of supply chain management policy; and

(d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

(2) The council may not delegate any supply chain powers or duties to a person who is not official of municipality or to a committee which is not exclusively composed of officials of the municipality

(3) No decision-making in terms of any supply chain management powers and duties may be delegated to an advisor or consultant.

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## CHAPTER 2

### Supply chain Management System

Municipality shall use the following system of Supply Chain Management:

- (a) demand management;
- (b) acquisition management;
- (c) logistics management;
- (d) risk management;
- (e) performance management;

### 1. DEMAND MANAGEMENT

#### 1.1 SYSTEM OF DEMAND MANAGEMENT

(a)Accounting Officer must establish and implement an effective demand management system in order to ensure that the resources required to support the strategic and operational commitments of the municipality are delivered at correct time, at the right price and at a right locations as outlined in the Integrated Development Plan of municipality.

(b) Every Head of department shall during preparation of budget for the year:

(i) determine which function it must perform;

- (ii) determine goods and services to be procured in the performance of those functions;
- (iii) determine quantity and specifications for the required goods;
- (c) the SCM Unit shall after consultation with Heads of departments compile a schedule of procurements for capital projects and any other requirements for each financial year;

## **2. ACQUISITION MANAGEMENT**

### **2.1 SYSTEM OF ACQUISITION MANAGEMENT**

(a) the accounting officer must implement the system of acquisition management as set out in this section in order to ensure:

(i) that goods and services are procured by municipality in accordance with authorized processes only;

(ii) that expenditure on goods and services is incurred in terms of an approved budget and IDP in terms of section 15 of the Act;

(iii) that the threshold values for the procurement for the different procurement processes are complied with;

(iv) that bid documentation, evaluation and adjudication criteria, and general conditions of contract, are in accordance with any applicable legislation; and

(v) that any treasury guidelines on acquisition management are properly taken into account.

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(b) this policy does not apply in respect of procuring goods and services contemplated in section 110(2) of the Act, including:

(i) water from department of water affairs or a public entity, another municipality or municipal entity; and

(ii) electricity from Eskom or another public entity, another municipality or municipal entity.

(c) Accounting officer must, when procuring goods or services contemplated in section 110(2) of the Act make public the fact that it procures such goods or services otherwise than through its Supply Chain Management system, including:

(i) the kind of goods or services; and

(ii) the name of supplier.

### **2.2 RANGE OF PROCUREMENT PROCESSES**

(a) Goods may only be procured by way of:

(i) petty cash purchases, up to a transaction value of R 500(VAT Included);

(ii) One quotation for procurement of transaction value of over R 500 up to R 2000 (VAT included)

(iii) formal written quotations for procurements of transaction value over R 2000 up to R 200 000 (VAT included); and

(iv) Competitive bidding process for procurement above R 200 000 and long term contracts.

(b) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of this policy.

(c) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far possible be treated and dealt with as a single transaction.

### **2.3 GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS**

A written quotation or bid may not be considered unless the provider who submitted quotation or bid

(a) has furnished the following:

(i) full name

- (ii) identification number or company or other registration number;
- (iii) tax reference number and VAT registration number, if any;
- (b) has authorized the municipality to obtain a tax clearance from South African Revenue Service that the Provider's tax matters are in order.
- (c) has indicated

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- (i) whether he or she is in the service of the state or has been in the service of the state in the previous twelve months
- (ii) if the provider is not natural person, whether any of its directors, managers, principal shareholders or shareholder is in the service of state, or has been in the service of state in the previous twelve months ; or
- (iii) Whether a spouse, child or parent of the service provider or of director, shareholder or stakeholder referred to in subparagraph(ii) is in the service of state or has been in the service of state in the previous twelve months.

#### **2.4 SUPPLIERS DATABASE**

The accounting officer must;

- (a) keep a list of accredited prospective suppliers of goods or services that must be used for the procurement requirements of municipality.
- (b) at least once a year via newspapers commonly circulating locally, the website of the municipality and any other appropriate way, invite prospective suppliers of goods or services to apply for apply fro evaluation and listing as accredited prospective suppliers;
- (c) Specify the listing criteria for prospective service providers;
- (d) disallow the listing of any prospective provider whose name appears on the national treasury' s database of person prohibited from doing business with the state;
- (e) Update the list at least quarterly to include any additional prospective providers and any new commodities or types of services.
- (f) Allow prospective suppliers to submit applications for listing any time; and
- (g) Compile the list per commodity and type of service.

#### **2.5 PETTY CASH PURCHASES**

The following petty cash procurement process shall apply:

- (a) Procurement of goods to a maximum amount of R 500 per transaction may be made by means of petty cash purchases;
- (b) Maximum amount of petty cash on hand shall be R 5000 per month;
- (c) Only Supply Chain Manager can give a department a go ahead to request petty cash after taking into account the nature of expenditure and satisfying himself that procurement can be done via petty cash and that petty cash system is not abused.

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(d) Each department must compile monthly reconciliation reports to the Chief Financial Officer, including:

- (i) The total amount of petty cash for that amount; and
- (ii) Receipts and appropriate documents for each purchase.

#### **2.6 WRITTEN OR VERBAL QUOTATIONS.**

- (a) Written or Verbal quotation must be obtained from at least three different suppliers from, but not limited to, suppliers whose names appear on the suppliers database of the municipality, provided that if quotations are obtained from suppliers who are not listed, such suppliers must meet the listing criteria required by this policy.
- (b) To the extent feasible Suppliers must be requested to submit such quotations in

writing.

(c) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

(d) Accounting officer must record names of potential providers requested to provide quotations as referred in (c) above and their quoted price;

(d) If quotation was submitted verbally, the may be placed against written confirmation by selected supplier.

## **2.6 FORMAL WRITTEN QUOTATIONS**

(a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria required by this policy.

(b) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

(c) Accounting officer must record names of potential providers requested to provide quotations as referred in (b) above and their quoted price;

## **2.7 PROCEDURES FOR PROCUREMENT VIA WRITTEN QUOTATIONS**

(a) all requirements in excess of R 30 000(VAT included) must be advertised for at least for at least seven days on the website of municipality and local notice boards.

(b) Rotation system must be used when procuring from suppliers on the list of accredited suppliers.

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(C) Accounting officer via SCM unit must take all reasonable steps to ensure that procurement of goods or service via quotations is not abused.

(d) SCM unit must on a monthly basis notify in writing of all written quotations accepted by it.

(e) where quotations have been invited via local notice boards and municipal website, no additional quotations are needed should the number of received quotations be less than three.

## **2.8 COMPETITIVE BIDS**

(a) goods and services above a transaction value of more than R 200 000 (VAT included) and long term contracts may be procured by municipality via competitive bidding process.

## **2.9 PROCESS FOR COMPETITIVE BIDS**

Procedures for competitive bidding process will be as follows:

(i) Compilation of bid documents

(ii) Public Invitation of bids;

(iii) Site meetings or briefing sessions, if applicable;

(iv) Handling of bids submitted in response to public invitation;

(v) The evaluation of bids

(vi) Award of contracts

(vii) Administration of contracts

(viii) Proper record keeping

### **2.9.1 BID DOCUMENTATION FOR COMPETITIVE BIDS**

Municipal Bid documents must comply with following requirements:

(a) take into account :

(i) the general conditions of contact;

(ii) treasury guidelines on bid documentation and

(iii) the requirements of the construction Industry Development board, in respect of bids relating to construction, upgrading or refurbishment of buildings or infrastructure;

(b) Stipulate the preference point system which will be applied in evaluation and



adjudication of contracts;

(c) Compel bidders to make declaration of interest and fill declaration of interest form;

(d) if the transaction value is estimated to exceed R 10 million(VAT included), require bidders to furnish the followings:

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(i) the audited financial statements(if bidder is required by law to prepare financial statements) for the past three years or since establishment if entity is established within or during the past three years;

(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

(iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

(iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside Republic, and, if so, what portion and whether any portion of payment from municipality is expected to be transferred out of the Republic;

(e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

#### **2.9.2 PUBLIC INVITATION OF BIDS**

(a) Bids are invited by means of public advertisement in newspapers commonly circulating locally, the website of the municipality, notice boards and other forms of communication to ensure that the target market is reached (which may include an advertisement in the government tender bulletin). The intention is to ensure that communities, who may not be in a position to access the general press, are also reached.

(b) The minimum period of time, which may be allowed between the publication date of bid invitations and closing time for bids, must be stipulated and should be sufficient for bidders to reply to the specific requirement. This period may not be less than 14 days for bid which does not exceed R 10 million and 30 days for bid of transaction value equal or exceeding R 10 million. When determining a closing date, sufficient time must be allowed for prospective bidders to prepare and submit their bids. The necessary information regarding the date and time of closure must appear in the bid document and shall be collected from the BLM offices during working hours It is essential that a definite cut-off time for submitting bids should be set and it should be strictly observed. Late bids, bids by telephone, fax or email are not considered.

(c) Accounting officer may determine closure of bids which is less than 30 or 14 days requirements only on grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow official procurement process;

(d) The bid advertisement must clearly indicate that it is the municipality's prerogative not to award the bid or any part thereof to the lowest or any bidder.

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(e) Bids advertisement must contain statement that bids may only be submitted on the bid documentation provided by municipality.

(f) Bids submitted to municipality must be sealed.

#### **2.9.3 SITE INSPECTION/BRIEFING OR INFORMATION SESSION**

(a) The necessary information regarding a site inspection/information session must appear in the bid document, if applicable. A fully explanatory site inspection may be conducted before the close of bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

(b) Should it be a condition that prospective bidders attend a site inspection, nonattendance of this site inspection may invalidate a bid.

(c) The following information shall be necessary:

(i) Particulars of the place and time of the site inspection, indicated in the advertisement as well as in the bid document

(ii) Proper minutes to be taken on all information disclosed during the site inspection

(iii) Copies of these minutes must be made available to all interested parties that attend the meeting

(iv) The same copies must also be made to all other prospective bidders

(v) Bidders should be requested in the Bid documents to certify that the site inspection was attended and that they are fully aware of the extent of the task

Bidders should certify that the site inspection meeting was attended and that they are fully aware of what is reasonably expected from them

Bidders should state on a form (to be included in the Bid document)

The name of the person who represented the company/firm;

Particulars of the company/firm;

Date and place of inspection; and

Any other information that is required by the BLM

#### **2.9.4 PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS**

(a) The following procedure shall be followed when opening bids:

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(i) SCM unit shall open the bids in public.

(ii) The opening of bids must be at the same time as soon as possible after the closing time.

(iii) Names of bidders and their bidding price must be read out to public.

(iv) All bids received must be recorded in the register for that purpose

(v) Register will be available to public; and

(vi) Entries in the bid register and bid results shall be published on the website of the municipality.

#### **2.10. NEGOTIATIONS WITH PREFERRED BIDDERS**

(a) Accounting officer can negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiations

(i) does not allow any preferred bidder to a second or unfair opportunity;

(ii) is not to the detriment of other bidder; and

(iii) does not lead to a higher price than the bid as submitted

(b) Minutes of such negotiations must be kept for record purpose.

#### **2.11. TWO STAGE BIDDING PROCESS**

(a) two stage process is allowed only for:

(i) large complex projects

(ii) projects where it may be undesirable to prepare complete detailed

(iii) long term projects with a duration period exceeding three years.

(b) In the first stage technical proposals on conceptual design or performance specification should be invited, subject to technical as well as commercial clarifications and adjustments.

(c) In the second stage final technical proposals and priced bids should be invited.

#### **2.12. COMMITTEE SYSTEM FOR COMPETITIVE BIDS**

(a) The following committee system for competitive bids must be maintained:

(i) Bid specification committee

(ii) Bid evaluation committee

(iii) Bid adjudication committee

(b) Accounting officer to appoint members of each committee, taking into account section 117 of the Act.

(c) Accounting officer may appoint independent observer when necessary.

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##### **2.12.1 BID SPECIFICATION COMMITTEE**

(a) a bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

(b) Specifications:

(i) must be in an unbiased manner to allow all potential suppliers to offer their goods or services;

(ii) must take into account standards such as those issued by the Standards South Africa, the International Standards Organization, or an authority accredited by or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;

(iii) where possible described, be described in terms of performance required rather than in terms of descriptive characteristics for design;

(iv) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;

(v) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "equivalent".

(vi) Must indicate each specific goal for which points may be awarded in terms of the points system set out in this policy;

(vii) Must be approved by the accounting officer prior to publication of the invitation to bid.

(c) a bid specification committee must be composed of one or more officials of municipality from the End-User department and must include manager responsible for function involved.

(d) no person, advisor or corporate entity involved with bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

##### **2.12.2 BID EVALUATION COMMITTEE**

(1) Bid evaluation committee must

(a) Evaluate bids in accordance with:

(i) the specifications for specific procurement; and

(ii) the points system as set out in this policy.

(b) evaluate each bidder's ability to execute the contract;

(c) Check in respect of the recommended bidder whether municipal rates and taxes and service charges are not in arrears.; and

(d) Via Supply Chain Unit submit the evaluation report to Bid adjudication committee;

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(e) Before submitting evaluation report to Bid adjudication committee the Supply

Chain Management Unit must make sure that evaluation comply with this policy and other applicable legislations;

(2) A Bid evaluation committee must be composed of:

- (a) Officials from departments requiring goods or services; and
- (b) At least one supply chain management practitioner of the municipality.

#### **2.12.3 BID ADJUDICATION COMMITTEE**

(a) A bid adjudication committee must

Consider the report and recommendation of the bid evaluation committee; and either depending on its delegations:

- (i) make final award or a recommendation to Accounting Officer to make the final award; or
- (ii) make another recommendation to accounting officer how to proceed with the relevant procurement
- (b) the accounting officer must appoint the chairperson of the committee; and if he chairperson is absent the present members must elect one of them to preside at the meeting.
- (c) a bid adjudication committee must consist of at least four Senior Managers which must include:
  - (i) the chief financial officer
  - (ii) at least one senior supply chain practitioner
- (d) Neither a member of bid evaluation committee, nor advisor or person assisting the evaluation committee, may be a member of bid adjudication committee.
- (e) If bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee must prior to awarding of contract check in respect of the preferred bidder's municipal rates and service charges are not in arrears and notify the accounting officer of its intention.
- (f) the accounting officer may after due consideration of the reasons for adjudication committee to deviate from evaluation committee recommendations, approve or reject the decision and if the decision is rejected refer the matter back to adjudication committee for reconsideration.
- (g) If accounting officer approves the decision of the bid adjudication committee to deviate from bid evaluation committee recommendation he or she must comply with section 114 of the Act within 10 working days.

#### **2.13 PROCUREMENT OF BANKING SERVICES**

(a) A contract for provision of banking services to a municipality:

- (i) must be procured through competitive bids;
- (ii) must be consistent with sections 7 and 85 of the Act; and
- (iii) may not be for a period of more than five years at a time.

(b) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.

(c) The Closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper. Bids must be restricted to banks registered in terms of the banks Act, 1990(Act No. 94 of 1990).

#### **2.14 PROCUREMENT OF IT RELATED GOODS OR SERVICES**

(a) Accounting Officer may request State Information Technology Agency(SITA) to assist the municipality with acquisition of IT related goods or services through competitive bidding process.

(b) The parties must enter into a written agreement to regulate the services rendered by, and payments to be made to, SITA.

(c) The Accounting Officer must notify SITA together with a motivation of the IT needs of the municipality if:

- (i) the transaction value of IT related goods or services required by the

municipality in any financial year will exceed R 50 million(VAT included);  
or

(ii) the transaction value of a contract to be procured by the municipality whether for a one year or more years exceeds R50 million (VAT Included).

(d) If SITA comments on the submission and municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to council, the National Treasury, the relevant provincial treasury and Auditor General.

#### **2.15 PROUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE**

(a) Accounting Officer may procure goods or services for the municipality under a contract secured by another organ of state, but only if:

(i) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;

(ii) the municipality has no reason to believe that such contract was not validly procured;

(iii) there are demonstrable discounts or benefits for the municipality to do so;

(iv) that other organ of state and the provider have consented to such procurement in writing.

#### **2.16 PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS**

(a) The policy restricts the acquisition and storage of goods in bulk (other than water) which necessitate special safety arrangements, including gasses and fuel.

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(b) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership and cost advantages for the municipality.

#### **2.17 PROUDLY SOUTH AFRICAN CAMPAIGNS**

(a) Blouberg Municipality will support Proudly SA Campaign aimed at promoting locally manufactured/produced products.

#### **2.18 APPOINTMENT OF CONSULTANT**

(a) Accounting officer can appoint consulting services provided that any treasury guidelines in respect of consulting services are taken into account when such procurement are made.

(b) A contract to appoint consultants must be procured via competitive bids if :

(i) the value of the contract exceeds R 200 000(VAT included) or

(ii) the duration period of contract exceed one year.

(c) in addition to requirements prescribed by this policy for competitive bids, bidders must furnish particulars of all and similar consultancy services provided to organ of state in the last five years.

(d) Accounting officer must ensure that the copyright in any document produced, and the patent rights or ownership in any plant, machinery or process designed or devised by consultant in the course of the consultancy service is vested in the municipality.

#### **2.19 DEVIATION FROM AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESS.**

(a) Accounting Officer may dispense with the official procurement processes established by this policy and procure any required item via any convenient process, which may include direct negotiations, but only

(i) In an emergency;

(ii) If such goods or services are available from single supplier only;

(iii) For the acquisition of special works of art or historical objects where

specification are difficult to compile;

(iv) Acquisition of animals for zoo; or

(v) In any other exceptional cases where it is impractical or impossible to follow the official procurement processes.

(b) Accounting Officer may ratify any breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of technical nature.

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(C) Accounting Officer must record the reasons for any deviations and report them to the next meeting of the council and include as a note to the annual financial statements.

## **2.20 UNSOLICITED BIDS**

(a) The Municipality in terms of section 113 of the Act is not obliged to consider unsolicited bids received outside a normal bidding process.

(b) If Municipality decides in terms of section 113(2) of the Act to consider an unsolicited bid, it may do so only if :

(i) The product or service offered in terms of the bid is demonstrably or proven unique innovative concept;

(ii) The product or service will be exceptionally beneficial to, or have exceptional cost advantages for, the municipality;

(iii) The person who made the bid is the sole provider of product or service;

(iv) The reason for not going through the normal bidding process are found to be sound by the Accounting Officer.

(c) If a municipality decides to consider an unsolicited bid that complies with paragraph (b), the municipality must make its decision public in accordance with section 21A of the Municipal Systems Act, together with:

(i) Its reasons as to why the bid should not be open to other competitors;

(ii) An explanation of the potential benefits for the municipality were it to accept the unsolicited bid;

(iii) An invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.

(d) Once the municipality has received written comments pursuant to paragraph

(c)

,it must submit such comments, including any responses from the unsolicited bidder, to the National Treasury and relevant provincial treasury for comment.

(e) The adjudication committee must consider the unsolicited bid and may award the bid or recommend to the accounting officer, depending on its delegations.

(f) A meeting of adjudication committee to consider unsolicited bid must be open to public.

(g) When considering the matter, the adjudication committee must take into account –

(i) Any comments submitted by the public; and

(ii) Any written comments and recommendations of the National Treasury and relevant provincial treasury.

(h) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.

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(l) such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

## **2.21 COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM**

- (a) Accounting Officer must take all reasonable steps to prevent abuse of the supply chain management system.
- (b) Accounting Officer must investigate any allegation against any official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure to comply with the supply chain management policy, and when justified-
  - (i) Take appropriate steps against such official or other role player; or
  - (ii) Report any alleged criminal conduct to the South African Police Service.
- (c) Accounting Office must check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with public sector'
- (d) Accounting Officer can reject any bid from a bidder-
  - (i) If any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
  - (ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactorily;
- (e) Accounting Officer can reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- (f) Accounting Officer can cancel a contract awarded to a person if-
  - (i) The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
  - (ii) An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- (g) Accounting Officer can reject the bid of any bidder if that bidder or an of its directors-
  - (i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
  - (ii) Has been convicted for fraud or corruption during the past five years;
  - (iii) Has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - (iv) Has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- (e) The Accounting Officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub regulation (1) (b) (ii), (e) or (f).

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## **2.22 ACQUISITIONING EVALUATION PROCESS**

### **2.22.1 EVALUATION CRITERIA**

- (a) The decision of awarding a contract to a prospective provider must be based on a determination of which bidder has the best likelihood of successfully completing the contract at the best value to the BLM. Proposal evaluation is the process of evaluating both the proposal and the bidder to determine whether the bidder by means of that proposal can successfully accomplish the contract. It forms the basis of choosing between competing offers.
- (b) Evaluation factors (criteria) are those aspects of a proposal that will be

- Local business should receive preference
- Technical requirements of personnel.
- Perceived ability to render the services required.
- Flexibility (to adapt to client requirements).
- Availability to meet deadlines.

### **2.22.2 PREFERENCE POINT SYSTEM AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

(a) In the acquisition of local goods and services this policy will provide for categories of preference in terms of Section 5 of the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and applicable Preferential Procurement Regulations and Schedules published in the Government Gazette (Notice 2174 of 2004).

(b) The preference point system as detailed below will be followed. No system will be applied in respect of bids/acquisition with a Rand value of less than R30 000 per legislation.

### **2.22.3 THE 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES UP TO A RAND VALUE OF R 1 000 000.00**

(a) The following formula must be used to calculate the points for price in respect of competitive bids/price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R1 000 000.

$$P_s = 80 \left\{ \frac{1 - P_t - P_{min}}{P_{min}} \right\}$$

Where

$P_s$  = Points scored for comparative price bid / offer under consideration

$P_t$  = Comparative price of bid / offer under consideration

$P_{min}$  = Comparative price of lowest acceptable bid / offer.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.



#### **2.22.4 THE 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES WITH A RAND VALUE ABOVE R 1 000 000.00**

(a) The following formula must be used to calculate the points for price in respect of competitive bids with a Rand value above R 1 000 000.

$$Ps = 90 \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. Where the Minister of Trade and industry, in terms of section 9 of the Broad Based Black Economic Empowerment Act, No 53 of 2003, gazetted a code of good practice for a particular sector, the scorecard contained in the gazetted code of good practice must be utilised in the evaluation process. In the absence of such code of good practice for a particular sector, the balanced scorecard prescribed by National Treasury must form part of the evaluation criteria.

#### **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if

the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

#### **2.22.5 THE 80/20 PREFERENCE POINT SYSTEM FOR THE SALE AND LETTING OF ASSETS UP TO A RAND VALUE OF R 1 000 000**

(a) The following formula must be used to calculate the points for price in respect of competitive bids / price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R 1 000 000 and which relate to the sale and letting of assets.

$$P_s = 80 \left\{ \frac{1 + P_t - P_h}{P_h} \right\}$$

$P_s$  = Points scored for price of bid / offer under consideration

$P_t$  = Price of bid / offer under consideration

$P_h$  = Price of highest acceptable offer

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

#### **2.22.6 THE 90/10 PREFERENCE POINT SYSTEM FOR SALE AND LETTING OF ASSETS WITH A RAND VALUE ABOVE R 1 000 000.**

(a) The following formula must be used to calculate the points for price in respect of bids with a Rand value above R 1 000 000 and which relate to the sale and letting of assets.

$$P_s = 90 \left\{ \frac{1 + P_t - P_h}{P_h} \right\}$$

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_h$  = Price of highest acceptable bid

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by

multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d)The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e)Only the bid with the highest number of points scored may be selected.

#### **2.22.7 EVALUATION OF CONSULTANTS OR OTHER PROFESSIONAL SERVICES ON FUNCTIONALITY.**

(a) the following formula shall be used to evaluate consultants based on Functionality

$$Ps = \frac{SO \times AP}{MS}$$

Ps = Points scored for functionality

SO= points awarded by a panel member

MS= Maximum weight

AP = Percentage points for functionality

(b) the following formula shall be used to evaluate points scored for price for Consultants

$$Ps = \frac{Pmin \times AP}{Pt}$$

Ps = points scored for price

Pmin= lowest acceptable bid price

Pt = bid price under consideration

AP = Total score for functionality

#### **2.22.8 80/20 POINT SYSTEM FOR EVALUATION OF CONSULTANTS**

(a) the following formula shall be used to determine the points scored by bidders through 80/20 system

$$Ps = 80 \left( \frac{1 + HS - RS}{RS} \right)$$

Ps = Points scored

HS = Highest acceptable points for sum of points for price and Functionality.

RS = sum of points scored for price and functionality for bid under Consideration

#### **2.22.9 STIPULATION OF PREFERENCE POINT SYSTEM TO BE USED**

(a) The Blouberg Municipality must, in the bid documents, stipulate the preference point system which will be applied in the adjudication of bids.

#### **2.22.10 EVALUATION OF BIDS ON FUNCTIONALITY (QUALITY) AND PRICE, INCLUDING WHEN CONSULTANTS ARE APPOINTED**

- (a) The municipality must, in bid documents, indicate if, in respect of a particular bid invitation, bids will be evaluated on functionality and price.
- (b) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value equal to or below, R 1 000 000, not exceed 80 points.
- (c) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value above, R1 000 000, not exceed 90 points.
- (d) When evaluating the bids contemplated in this item, the points for functionality must be calculated for each individual bidder,
- (e) The conditions of bid may stipulate that a bidder must score a specified number of points for functionality to qualify for further adjudication
- (f) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated above must, subject to the application of the evaluation system for functionality and price, be established separately and be calculated in accordance with the other provisions in this section 9.4
- (g) The number of points scored for achieving Governments Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for functionality and price.
- (h) Only the bid with the highest number of points scored may be selected.

#### **2.22.11 AWARD OF CONTRACT TO BIDS NOT SCORING THE HIGHEST NUMBER OF POINTS**

- (a) Despite the above regulations, a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest points. Preference calculations or decisions, made during proposal / bid evaluations or candidate selection through interviews, shall be clear and documented. The specific goals must be measurable and quantifiable and must be monitored in the execution of the contract.

#### **2.22.12 CANCELLATION AND RE-INVITATION OF BIDS**

- (a) In the event that, in the application of the 80/20 preference point system, as stipulated in the bid documents, all bids received exceed the estimated Rand value of R 1 000 000, the bid invitation must be cancelled.
- (b) In the event that, in the application of the 90/10 preference point system, as stipulated in the bid documents, all bids received are equal to, or below R 1 000 000, the bid invitation must be cancelled.
- (c) The municipality must, if the bid invitation has been cancelled in terms of the above, re-invite bids and must, in the bid documents, stipulate the correct

preference point system to be applied.

(d) The Blouberg Municipality may, prior to the award of a bid, cancel the bid if;

(i) Due to changed circumstances there is no longer a need for the goods, works or services offered, or

(ii) Funds are no longer available to cover the total envisaged expenditure;  
or

(iii) No acceptable bids are received.

**2.22.13 THE SPECIFIC ACTIVITIES, WHICH MAY BE STIPULATED TOWARDS ACHIEVING SPECIFIC GOALS AS PER SECTION 17 OF THE REGULATIONS, ARE AS FOLLOWS:**

(a)

(i) The promotion of South African owned enterprises;

(ii) The promotion of export orientated production to create jobs;

(iii) The promotion of SMMEs;

(iv) The creation of new jobs or the intensification of labour absorption.

(b) Enterprises located within blouberg municipality include:

- (i) Suppliers who have offices within blouberg municipality;
- (ii) In case of emerging suppliers with no offices their address of registered office must be within blouberg municipality and the individual owners of entity must be the residents of blouberg municipality.

#### **2.22.16 INTERVIEW SELECTION CRITERIA**

(a) If the selection is going to be made through interview, the selection criteria should be known beforehand (it could be in the form of evaluation criteria and weights). During the interview the members of the interview panel should assign a score to each criteria, and these scores are then added to arrive at a total score. This total score is then used to assist in making the selection decision.

#### **2.23 OTHER FACTORS IN THE ACQUISITIONING PROCESS**

##### **2.23.1 TAX CLEARANCE CERTIFICATE**

(a) It is a specific requisite that on all projects, a Tax Clearance Certificate, issued by the SA Revenue Services for the bidding company/entity is to be submitted as part of the bid documentation.

(b) No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.

##### **2.23.2 ACCESS TO BIDDING INFORMATION**

(a) To ensure complete transparency in the bidding process, bid documents should provide details of adjudication criteria. This will be especially important in bids where price will no longer be the only criteria in awarding bids.

(b) The BLM will assist with the compilation and dissemination of bidding and related information in a simplified and uncomplicated format.

(c) Bid results and awards must be made available to bidders when requested. This process, which will ensure transparency, will also enable bidders to evaluate their performance and competitiveness for future bids.

(d) BLM will be required to display both the bids and awards in the offices on for example bid notice boards. This place of display should be accessible to the public even after normal working hours. This will enable the information to reach the local community as effectively as possible. Local councillors are responsible to further disseminate information to their constituencies.

### **2.23.3 UNIFORMITY IN BID PROCEDURES, POLICIES AND CONTROL MEASURES**

(a) Uniformity in bid procedures and control measures should be enhanced to ensure efficiency and effectiveness in procurement/ acquisition management. This can be accomplished through:

(b) The implementation of a uniform acquisition policy that must address at least the following:

(i) The range of processes to be used for example tender (local/national), quotation (formal/informal) auction etcetera

(ii) Procedures and mechanisms for each type of process

(iii) When a particular type of process must be used

(iv) Categorisation of processes relating to value of transactions (financial thresholds)

(v) Open and transparent pre-qualification processes

(vi) Ensuring that bid procedures are easy to interpret, clear, cost-effective, inexpensive, quick, transparent and free of corruption;

(vii) A system of supply chain management, which is uniformly applied by all organs of State

(viii) Proper rules pertaining to unsolicited bids (sect. 113 of the MFMA)

### **2.23.4 GENERAL ACQUISITIONING PRINCIPLES**

(a) Irrespective of who will be responsible for the acquisition process, the general principles of being fair, equitable, transparent, competitive and cost-effective will apply to, and will be the guiding principles for all stakeholders during all activities in the process.

(b) This entails a proper definition of what is required, adherence to the prescribed selection and evaluation process, as well as proper implementation, monitoring and evaluation.

### **2.23.5 LETTERS OF ACCEPTANCE**

(a) Letters of acceptance shall be issued by the Head of Procurement once a tender has been approved by a person/structure in accordance with the delegated authority. Such letters may also be signed by the relevant delegated authority.

(b) Letters of acceptance must be accurate, unambiguous, complete and contain detail of discounts that the BLM may qualify for and must reflect the approval

accurately. Such letters are to be handed to the tenderer against signature or sent by registered post as soon as possible after it has been approved and before the validity period expires. A copy must also be made available to the Finance division in order that this commitment can be captured in their records. The Corporate/Admin. Department, who is responsible for the management of the administration of contracts, must also be furnished with a copy.

(c) A formal contract may also be concluded and must display the same principles than those contained in a letter of acceptance.

(d) New conditions that did not form part of the original tender documentation, may not be included in a letter of acceptance/contract.

#### **2.23.6 PUBLISHING RESULTS**

(a) As the letter of acceptance/contract concludes the process of competing for the business, it is important that the final results also be publicized.

(b) Bid results must at least be displayed in the offices of the BLM on for example bid notice boards.

#### **2.23.7 REPORTING**

(a) The Accounting Officer should report, in the prescribed formats and frequencies prescribed by the relevant Treasury, management information to the executive authorities and the National and relevant treasuries.

### **2.24 POWERS OF ACQUISITIONING STRUCTURES/ INDIVIDUALS**

#### **2.24.1 POWERS OF THE COUNCIL**

The Council has the power to:

Priorities expenditure

Receive for the purpose of maintaining oversight over the implementation of the municipality's supply chain management policy, a report within 30 days of the end of each financial year, from the MM regarding the implementation of the supply chain management policy and spending patterns on the budget.

Monitor the activities of the BLM.

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The Council and the Accounting Officer may not delegate any supply chain management power or duties to:

A person who is not an official of the municipality; or

To a committee which is not exclusively composed of officials of the Blouberg municipality.

To a single person or single member of any bid committee. The power to make final awards in a competitive bidding process has been delegated to the committee and therefore the committee system must be used.

#### **2.24.2 POWERS OF THE BID ADJUDICATION COMMITTEE**

The Bid Adjudication Committee has the power to:

amend or cancel concluded agreements if delivered goods and services do not conform to specifications

approve bids over the amount of R 200 000.

To invalidate bids on the grounds mentioned in section 112(1)(n)

MFMA

The Bid Adjudication Committee must within 5 days of the end of each month submit to the Municipal Manager through the Chief Financial



Officer, a written report containing particulars of each final award made by this committee during that month, including –

- (i) the amount of the award;
- (ii) the name of the person/business to whom the award was made
- (iii) the reason why the award was made to that person/business.

### **3. LOGISTICS MANAGEMENT**

(a) Accounting officer must establish and implement an effective system of logistics management, which include;

- (i) the day to day management of stores and warhorse.
- (ii) determining the range and nature of items that will be carried in the store facility
- (iii) Setting inventory level
- (iv) Timely placement of orders when stock levels are low
- (v) Receiving and distribution of goods; and
- (vi) Expediting orders'
- (vii) Transport Management
- (viii) Vendor Performance
- (ix) Maintenance and contract administration

### **4. DISPOSAL MANAGEMENT**

(a) This policy provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act.

(b) Assets may be disposed in this way:

- (i) Transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
- (ii) Transferring the asset to another organ of state at market related value or, when appropriate free of charge;
- (iii) Selling the asset; or
- (iv) Destroying the asset;

(c) The SCM policy stipulate that-

- (i) Immovable property may be sold only at market related prices except when the public interest or the plight of the poor demands otherwise;
- (ii) Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related price, whichever is the most advantageous to the municipality;
- (iii) In the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
- (iv) In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic.

(d) The policy provide that –

- (i) Immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise; and
- (ii) All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
- (iii) That where assets are traded in for other assets, the highest possible trade-in price is negotiated.

## **5. RISK MANAGEMENT**

### **5.1 GENERAL**

(a) It is imperative to take cognisance of potential risks during the supply chain management and specifically the acquisitioning process. Due consideration should ideally be given to the following:

- (i) Identification of acquisitioning risks on a case-by-case basis;
- (ii) Allocation of risks to the party best equipped to manage such;
- (iii) The Municipality bearing the cost of risks where the cost of transferring them is greater than that of retaining them;
- (iv) The exercising of risk management in a proactive manner and providing adequately for the cover of residual risks;
- (v) Contract documentation clearly and unambiguously assigning relative risks to the contracting parties.
- (vi) Development and implementation of appropriate processes.
- (vii) Development and implementation of procedures and mechanisms to minimise risk such as screening processes and security clearances.
- (viii) Development and implementation of adequate administrative procedures relating to the advertising, invitation, opening, registering and recording of bids.
- (ix) Disqualification of bidders who are inherent risks such as those who were found guilty of fraud or who failed to comply with previous government contracts.
- (x) Elimination of prospective contractors who have conflict of interests in specific tenders by implementing a system in terms whereof bidders are obliged to disclose any form of conflict they possibly may have.
- (xi) Risk management should therefore form part of the business plan for the acquisitioning of all goods and services.

### **5.2 INSURANCE**

(a) Any of the following, or a combination thereof, should be applied to protect the interests of the municipality in the procurement process:

- (i) That insurance is taken out in deserving cases.
  - (ii) That risk management programmes are established.
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- (iii) That liquidated damage clauses be included in contracts where applicable.

(b) Suitable arrangements should also be made to ensure that insurance related excesses do not cause the failure of emerging small and micro enterprises.

### **5.3 GUARANTEES**

- (a) Performance guarantees should be commensurate with the degree of contractual risk to which BLM are exposed.
- (b) In cases of large and complex contracts, it is advisable to call for bid guarantees to circumvent the submission of irresponsible bids.
- (c) Performance guarantees should spread the cost of the risk of failure between the contracting parties and should be set at such a level that all BLM costs relating to such failure are likely to be recovered.
- (d) It would be prudent to make adequate provision in all engineering and construction works contracts to ensure that monies are available to rectify defects.
- (e) Performance bonds in engineering and construction works contracts should be waived in low value, low risk contracts or where a third party carries the risk of failure in an acceptable manner.

### **5.4 CONTRACT MANAGEMENT**

(a) The basic requirements as stipulated in the MFMA (section 116) should be adhered to namely: writing, dispute resolution mechanisms, termination, periodic

review of contracts and the duties of the Accounting Officer such as enforcement of contracts, monthly monitoring, regular reporting to council, amendment of contracts etc.

#### 5.5 SURETIES

(a) Though the BLM is sensitive to the plight of Emerging Contractors, all projects considered being of high risk due to the nature and scope of work should be subject to high sureties.

(b) In terms of the risk management approach, all constraints are subjected to risk analysis from which alternative strategies are developed to avoid, reduce or control the associated risk for the Contractor as well as the BLM.

(c) It is suggested that the following sureties shall be applicable:

Micro projects(0 - R200 000) Nil

Small projects (R200 000 – R500 000) 2.5%

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Medium Projects (R500 000 – R1 000 000) 5%

Large projects (R1 000 000 >) 10%

(d) When classified as a contract that does not require a surety, then such status will apply even if the bid exceeds the maximum amount to prevent bidders preparing a bid under the perception that no surety will be required, but only discover later the surety requirements changed.

(e) In the case of small and medium projects, the sureties have been reduced and a cash surety may be deducted in equal percentages from the progress payments for the duration of the contract. In the case of large projects not exceeding R2,0 million a cash deduction from the first three progress payments covering the full surety percentage will be allowed. In case of large projects over R2,0 million only bank bonds will be allowed.

#### 5.6 RETENTION

(a) The BLM shall retain the following percentages of the project cost from the Contractor during the construction as a guard against defects that might be noticed after practical completion-

Micro 5%

Small 5%

Medium 10%

Large 10%

The retention will be released as follows:

**Micro**- 2.5% released at completion of the Project and the balance after 3 months

**Small** - 2.5% released at completion of the Project and balance after 6 months

**Medium** - 5% released at completion of the Project and the balance after 12 months

**Large** - 5% released at completion of the Project and the balance after 12 months

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#### 5.7 TECHNICAL AND OTHER PROFESSIONAL CONSULTANTS

(a) BLM has accepted as a fact the appointment of consultants where the in-house skills are in short supply. In order to do work on contract, it is necessary that the planning, contract documentation and site supervision be done in an absolute professional manner, maintaining a very high standard and completed in a minimum time and within budget.

(b) The consultants are to be appointed by applying these guidelines on a rotating roster system and will be grouped together in the different disciplines.

#### 5.8 Professional Registration And Indemnity Insurance

(a) In order to maintain such a high standard of work and keeping in mind the possible risk Council is exposed to, as well as the relevant legislation regarding the professions; it is of utmost importance that only firms registered with their relevant professional bodies be allowed to be appointed by BLM. Furthermore, all such firms must have a valid and current Professional Indemnity insurance policy in place. The purpose of such a policy is to provide protection for any loss, damage, death liability or take-over of a third party or a loss sustained by the BLM, related to an oversight, omission or negligence pertaining to the non-adherence of professional duties for which the consultant is responsible.

(b) In keeping with the principles of the RDP as well as procurement and delivery reform, it is essential that a certain margin of preference should be applied, targeting historically disadvantaged consultants.

## **5.9 UNSATISFACTORY PERFORMANCE**

### **5.9.1 GENERAL**

(a) Where unsatisfactory performance of a contractor occurs, it should be brought to his/her attention in writing, preferably by registered mail. If it is not corrected in an acceptable time (which is agreed upon by the BLM and the contractor), the contractor could be informed that the BLM would withdraw from its contractual obligations if a suitable response were not forthcoming. If this persists, legal counsel should be consulted to unilaterally withdraw from the contract in a manner recommended by such counsel. All other costs (over and above the contract price), should also be recovered from the contractor who did not perform should it be necessary to procure emergency goods/services at a higher price. The agreement entered into should form the basis of such action.

### **5.9.2. PENALTIES**

(a) All contracts awarded to contractors will be subject to a fair penalty clause. The penalty clause is necessary to encourage contractors to complete their assignments within the contract time. However, due care should be taken so that

42 penalties imposed should not harm emerging contractors to such an extent that the empowerment of HDIs cannot be realised.

(a) The following penalties should be applicable

Micro projects 0.02 % of contract amount per day

Small projects 0.04 % of contract amount per day

Medium projects 0.06 % of contract amount per day

Large projects 0.08 % of contract amount per day

(c) A penalty clause does not and cannot ensure that a contract will be completed on time and therefore the enforcement of penalties will become a reality. Penalties should at least cover any loss incurred by the BLM.

## **5.10 CONTRACT AMENDMENTS**

(a) To enhance the flexibility of the procurement process, it is proposed that the BLM be allowed to extend the quantities of an approved quotation or tender by not more than 20 percent provided that the budget accommodates the additional 20 percent and the requirement is approved. This may be approved by the BLM at the delegated level, provided that the provider agrees to such extension and the additional goods are supplied at the same (or lower) price originally agreed to.

## **5.11 PAYMENT FACILITATION**

(a) For the sustainability of contractors generally, early payments should be made as soon as all certifications and verifications have been completed. Late payments are detrimental to emerging and small contractors' continuity in business. The BLM undertakes to effect processing invoices as soon as possible but within the time stipulated in the tender document but not exceeding 30 days.

(b) It is therefore the responsibility of the relevant functionary in the BLM to

certify/assess invoices as soon as they are presented to determine whether the invoices actually mirrors the services rendered/goods delivered and that services/goods are of the required quality.

#### **5.12 CONTRACTS HAVING FUTURE BUDGETARY IMPLICATIONS**

(a) The requirements of section 33 of the MFMA must be adhered to in regard to contracts which impose financial implications for three years or more (current financial year excluded).

#### **6. PERFORMANCE SYSTEM**

(a) Accounting Officer must establish an effective internal monitoring system in order to determine, on the basis of retrospective analysis, whether the authorized

To a

maximum of

5% of

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supply chain management processed were followed and whether the desired objectives were achieved.

#### **7. OTHER MATTERS.**

##### **7.1 PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER.**

(a) Municipality may not make any award above R 15 000 to a person whose tax matters have not been declared by the South African Revenue Service to be in order.

(b) Before making an award to a person, a municipality must first check with SARS whether that person's tax matters are in order.

(c) If SARS does not respond within seven days such person's tax matters may for purpose of sub regulation (a) be presumed to be in order.

##### **7.2 PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE.**

(a) Irrespective of procurement processes followed the Municipality may not make award to a person –

(i) Who is the service of state;

(ii) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

(iii) Who is an advisor or consultant contracted with the municipality.

##### **7.3 AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE.**

(a) The notes to annual financial statements of a municipality must disclose particulars of any award of more than R2 000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –

(i) The name of the person;

(ii) The capacity in which that person is in the service of the state; and

(iii) The amount of the award.

##### **7.4 COMBATING CORRUPTION AND ETHICS**

(a) In supply chain management and more specifically procurement/acquisition management, all parties are required to comply with the highest ethical standards to promote:

(i) mutual trust and respect; and

(ii) an environment where business can be conducted in a fair, transparent and reasonable manner and with integrity.

(b) The Municipal Manager (Accounting Officer) must take all reasonable steps to ensure that proper mechanisms and separation of duties in the system are in place

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to minimise the likelihood of fraud, corruption, favouritism and unfair and irregular practices.

(c) All members of the bid/evaluation committees as well as the secretaries to these committees must declare interest with each activity performed.

(d) An official / employee who is involved in the decision-making process must, if a conflict of interest is prevalent:

(i) Declare the interest;

(ii) Excuse himself/herself from such decision-making processes

(iii) Refrain from discussion in any matter related to such process.

(iv) Refrain from exerting any form of pressure on decision makers.

(v) Prior to the award of any contract, the BLM must ensure that neither the recommended bidder nor any of the directors are listed as companies/directors/persons restricted to do business with the Public Sector.

(e) The BLM must:

(i) Reject a proposal for award if it is determined that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

(ii) Reject a proposal for award if it is determined that the bidder or contracting party were convicted of fraud or corruption during the past five years

(iii) Reject a proposal if it is determined that the contracting party willfully neglected, reneged on or failed to comply with a government contract during the past five years

(iv) Ignore any bid from a bidder whose name appears on the national list of restricted bidders/providers/persons; and

(v) Cancel the contract allocated to a bidder for goods, services or works if it is at any time determined that corrupt or fraudulent practices were engaged in by representatives of the department and/or the provider during the acquisition or the execution of that contract.

(vi) Address any interference in the process. (sect. 118 of the MFMA)

(f) To address public complaints, different pieces of legislation were passed in recent years relating to transparency and anti-corruption measures and may the public complain in the first instance at the Municipal Manager. If not satisfied, the person may refer the complaint to the Public Protector or the Courts.

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(g) Legislation that are aimed at addressing complaints and therefore preventing corruption are:

Public Protector Act of 1998

Corruption Act of 1994

Protected Disclosure Act of 2000

Promotion of Administrative Justice Act of 2000

Promotion of Access to Information Act of 2000.

#### **7.5 INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITY, OFFICIALS AND OTHER ROLE PLAYERS.**

(a) No person who is a provider or prospective provider of goods and services to a municipality, or recipient or prospective recipient of goods disposed or to be disposed by a municipality, may either directly or through a representative or intermediary promise, offer or grant –

(i) Any inducement or reward to the municipality for or in connection with the award of a contract; or

(ii) Any reward, gift, favour or hospitality to any official of the municipality or any role player involved in the implementation of the supply chain management policy of them municipality.

(b) The accounting officer must promptly report any alleged contravention of sub

regulation (a) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the national Treasury's database of persons prohibited from doing business with the public sector.

(c) Sub regulation (a) does not apply to gifts less than R350 in value.

#### **7.6 SPONSORSHIPS**

(a) The accounting officer of a municipality must promptly disclose to the National Treasury and relevant provincial treasury any sponsorship promised, offered or granted to the municipality, whether directly or through a representative or intermediary, by any person who is-

(i) A provider or prospective provider of goods or services to the municipality; or

(ii) A recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.

#### **7.7 OBJECTIONS AND COMPLAINTS.**

(a) Persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within 14 days of

the decision or action a written objection or complaint to the municipality against the decision or action.

#### **7.8 DISPUTE RESOLUTION GUIDELINES**

(a) The accounting officer may appoint an independent and impartial person not directly involved in the supply chain management process of municipality to assist in the resolution of the dispute between municipality and other persons regarding:

(i) Any decision or actions taken by the municipality in implementation of its supply chain management system; or

(ii) Any matter arising from a contract awarded in the course of its supply chain management system; or

(iii) To deal with objections, complaints or queries regarding any such decisions or actions or any other matters from such contract.

(b) The accounting officer, or any other official designated by the accounting officer, is responsible to assist the appointed person to perform his/her functions effectively.

(c) A person must:

(i) Strive to resolve promptly all disputes, objections, complaints or queries received; and

(ii) Submit monthly report to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.

(d) A dispute, objection, complaint or query may be referred to the provincial treasury if-

(i) The dispute, objection, complaint or query is not resolved within 60 days; or

(ii) No response is received from municipality within 60 days.

(e) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

(f) This resolution guidelines do not affect a person's rights to approach a court at any time.

#### **7.9 CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER**

(a) If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the

## 8. NON COMPLIANCE

(a) Non compliance to relevant legislation and this policy statement in regard to supply chain management might result in unauthorized, irregular and fruitless expenses and functionaries may incur personal liability if they are negligent in exercising their duties in terms hereof.

### SUMMARY OF AUTHORITY OF PROCUREMENT POWERS OF FUNCTIONARIES

#### Functionary Purchasing power Process

- Managers to be given powers to approve purchases up to a maximum of R10 000.00. this is subject to the condition that the Manager: Supply Chain should co-sign all the memoranda and that managers should submit a procurement plan to their directors on a monthly basis;
- The powers of the Directors to approve purchases be raised to a maximum of R20 000.00;
- All payment certificates for capital projects should be signed by the Municipal Manager & Payments above R30 000
- The appointment of the Specification and Evaluation Committees be delegated to the Chief Financial Officer with the Municipal Manager retaining the power to appoint the Adjudication Committee;
- Satellite Managers should have the power to authorise petty cash vouchers

Bid Adjudication Committee/Municipal Manager Over R200 000. Public tenders

Municipal Manager Over R 30 000 up to R200 000  
Purchases over R30 000 up to R200 000: At least 3 written quotations  
and

Chief Financial Officer Up to R30 000 Purchases up to R 2000: At least one written quotation.  
Purchases over R 2000: At least 3 written quotations.  
Petty Cash Up to R250 per transaction through the authority of the Departmental Head

#### Preference Point Systems or Point Scoring System

##### ANNEXURE SCM1

**The 80/20 Preference point system is applicable to bids (including price quotations) with a Rand value from R30000.00 to R1 million (all applicable taxes included)**

|  | Points     |
|--|------------|
| Points Scored for Price                              | 80         |
| Points Scored for B-BBEE status level of contributor | 20         |
| <b>Total</b>   | <b>100</b> |

| B-BBEE Status Level of Contributor | Number of Points(80/20 System) |
|------------------------------------|--------------------------------|
| 1                                  | 20                             |
| 2                                  | 18                             |
| 3                                  | 16                             |
| 4                                  | 12                             |
| 5                                  | 8                              |
| 6                                  | 6                              |



|                           |   |
|---------------------------|---|
| 7                         | 4 |
| 8                         | 2 |
| Non-Compliant Contributor | 0 |

**ANNEXURE SCM2**

**The 90/10 Preference point system is applicable to bids (including price quotations) with a Rand value above R1 million (all applicable taxes included)**

|  |               |
|--|---------------|
|  | <b>Points</b> |
| Points Scored for Price                              | 90            |
| Points Scored for B-BBEE status level of contributor | 10            |
| <b>Total</b>   | <b>100</b>    |

| B-BBEE Status Level of Contributor | Number of Points(90/10 System) |
|------------------------------------|--------------------------------|
| 1                                  | 10                             |
| 2                                  | 9                              |
| 3                                  | 8                              |
| 4                                  | 5                              |
| 5                                  | 4                              |
| 6                                  | 3                              |
| 7                                  | 2                              |
| 8                                  | 1                              |
| Non-Compliant Contributor          | 0                              |

Determine the manner in which, and the conditions under which the offers must be made

Conclude agreements

Inspect and test the supplies and services offered, or to have them inspected and tested.

Respond to queries raised by the external and internal auditors,

#### **2.24.4 POWERS OF THE MANAGERS OF DEPARTMENTS**

The Manager of a department has the power to:

To approve bids up to the amount of R 20 000.

Manage the budget that has been allocated to the department,

Submit all expenditure requirements as per the budget for the department to the acquisitioning section for approval for initiation,

Assist the acquisitioning section by rendering advice and skills in the bid process.

#### **2.24.5 POWERS OF CHIEF FINANCIAL OFFICER**

CFO has the power to approve bids up to R 30 000

Manage the budget of the municipality and approve every procurement transaction of the municipality.

Invalidate any unauthorized procurement

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No: BM07/18/19**

**CONSTRUCTION OF TOWERFONTEIN CRECHE**

# **PART C4: SITE INFORMATION**

Project area Locality: Latitude – 22°53'18.78"S and Longitude 28°45'23.34"E

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*