



**NAMA KHOI LOCAL MUNICIPALITY,
SPRINGBOK**

CONTRACT: BID/NC062/11/2024-2025

**REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE
NAMA KHOI LOCAL MUNICIPAL AREA**

TENDER DOCUMENT

ISSUED BY:

The Municipal Manager
Nama Khoi Local Municipality
4 Namakwa Street
SPRINGBOK
8240

Contact Person: SCM Related Enquiries : Candice Rabie
Technical Related Enquiries: Johannes Adams

Tel. Nr. (027) 718 8100

NAME OF TENDERER:

FEBRUARY 2025

The Tenderer is required to check the numbers of pages and should any be found to be missing or duplicated, or should any of the typing be distinct, or any doubt or obscurity arise as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Tenderer must immediately inform the Quantity Surveying Service Provider and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Tenderer having failure to comply with the foregoing instructions.

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Contractor

Witness for
Contractor

Employer

Witness for
Employer

1: The Tender

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Employer

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Part T1: Tendering procedures

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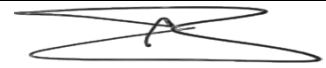
	NAMA KHOI LOCAL MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO TENDER		
	ADVERTISED ON:	MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER; CIDB i-Tender	
NOTICE NO:	BID/NC062/11/2024-2025		
Tenders are hereby invited for:	REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA		
PUBLISHED DATE:	7 FEBRUARY 2025	CLOSING DATE:	10 MARCH 2025 @ 12H00
CLOSING TIME	Formal tenders sealed and clearly marked “ BID/NC062/11/2024-2025 REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA ” must be placed in the Municipal tender box, Municipal Offices Reception Area, 04 Namakwa Street, Springbok, 8240 no later than 12h00 on 10 March 2025 and will be opened in public immediately thereafter.		
AVAILABILITY OF TENDER DOCUMENTS:			
Tender Documents will be available electronically. Tender documents must be reserved no less than 48 hours before the date and time of the Site Clarification meeting.			
Bid documents will be available online (e-tender portal) for download and hardcopies will be available from the time and date of the site clarification meeting. Documents must be booked and paid 48 hours before the meeting in order for the documents to be available for collection during the meeting. <i>Proof of attendance at Clarification meeting must be submitted with tender documents for the company which a bid will be submitted as well as the proof of the payment for the tender document.</i>		Proof of payment must be provided in order to retrieve a tender document. Payment can be made at Nama Khoi Municipal Office’s Reception or the funds can be transferred via EFT: <u>BANKING DETAILS</u> Bank: Nedbank Account Number: 1192371690 Branch Number: 198765 Reference: Tenderer Company Name Proof of payment should be e-mail to Supply Chain Management – candice.rabie@namakhoi.gov.za	
Date Available:	14 FEBRUARY 2025	Non-refundable Fee:	R 770.40
TENDER SUBMISSION RULES:			
1. Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document. 2. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF THE TENDER. 3. Tender Documents must be placed in the Municipal tender box, Municipal Offices Reception Area, 04 Namakwa Street, Springbok, 8240 no later than 12h00 on 10 March 2025 and will be opened in public immediately after tender closing. 4. Tenders may only be submitted on the Tender documentation issued by the Municipality. 5. Nama Khoi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. 6. Tenderers who are not yet registered are required to register on the National Central Suppliers Database (CSD). Online Applications are available on the website https://secure.csd.gov.za . 7. Tenderers will be required to have a specified level of experience to be eligible to tender.			
Tenders shall be evaluated in terms of the SCM Policy		Tenderers may claim preference points in terms of the 80/20 principle per the Specific Goals set out in the tender document	
Preferential Procurement Regulations, 2017- Local Content Requirement		As stipulated in the Tender Document	
CIDB Registration Required		Anticipated 7CE or Higher.	
Plant and equipment (Functionality)		Up to 1x 30t Excavator, 1x 12kl Water truck, 1x Hydraulic Excavator (backhoe) more than 60kW, 1x Tipper Truck more than 5m ³ capacity, 1x Flatbed truck, with hydraulic crane of more than 2t capacity.	
Technical expertise (Functionality)		Contracts Manager who has a minimum of 10 years construction experience. Site Agent who has a minimum of 5 years construction experience. Site Foreman who has a minimum of 3 years construction experience.	

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Previous Projects (Functionality)		Culvert construction larger than 1200mm x 600mm Gabion construction exceeding 30m ³ Concrete works exceeding 30m ³ of reinforced concrete.	
LOCAL SMME SUB-CONTRACTING TARGET		A minimum of 5% to be sub-contracted to developing contractors as per Gazette Notice no. 36190 of 25 February 2013.	
Site Meeting/Information Session	A <u>compulsory</u> clarification meeting for all Bidders will be held on 14 February 2025 at 10:00, at Nama Khoi Local Municipality, 4 Namakwa Street, Springbok, 8240 in the Council Chambers. The clarification meeting must be attended by a permanent employee of the bidder and must have a technical background. Bid documents will only be available after the site clarification meeting.	Validity Period	90 Days
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:	
Section:	Technical Services	Section:	Supply Chain Management
Contact Person:	Mr. JH Adams	Contact Person:	Ms. C Rabie
Tel:	027 718 8100	Tel:	027 718 8100
E-mail:	johannes.adams@namakhoi.gov.za	E-mail:	candice.rabie@namakhoi.gov.za
Authorised by:	MUNICIPAL MANAGER		

Contractor

Witness for Contractor

Employer

Witness for Employer

T1.2: Tender Data

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data will have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	The employer is the Nama Khoi Local Municipality.
F.1.2	<p>The tender documents issued by the employer comprises:</p> <p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>The Contract</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Occupational health and safety agreement</p> <p>C1.5 Pro forma ownership of plant</p> <p>C1.6 EPWP Undertaking</p> <p>Part 2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Summary of prices</p> <p>Part 3: Scope of work</p> <p>C3 Scope of work</p> <p>Part 4: Site information</p> <p>C4 Site information</p> <p>Annexure A: Bill of Quantities</p> <p>Annexure B: MBD forms</p> <p>Annexure C: Health and Safety Specification</p> <p>Annexure D: Environmental requirement</p> <p>Annexure E: Drawings</p>

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Clause number	
	<p>Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing, to the contact person listed below. Under no circumstances may any other employee within the Nama Khoi Municipality be approached for any information.</p> <p>Enquiries should reference specific page and or paragraph numbers, where appropriate and be directed via email.</p> <p>Candice Rabie Supply Chain Officer candice.rabie@namakhoi.gov.za</p> <p>Johannes Adams Director of Technical services johannes.adams@namakhoi.gov.za</p>
F1.4	<p>Communication and employer's agent Nama Khoi Municipality, herein referred to as the Client is also the Employers Agent.</p>
F1.5 F1.5.3	<p>The Employer's right to accept or reject any tender offer <i>Add the following:</i> The Employer may reject a tender if, in the opinion of the Employer, the Bidder will be unable to achieve the contract participation goal tendered, in the performance of the contract.</p>
F.2.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7 CE class of construction work;</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the criteria listed in Tender Data; and</p> <p>c) Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 7 CE class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 7 CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>For eligibility refer to Notice and Invitation to Tender T1.1.</p> <p><u>Functionality criteria, points and evaluation</u></p> <p>Bidders are required to demonstrate their ability to undertake the work and provide proof of experience, expertise, personnel, plant and equipment to undertake work of this nature.</p> <p>Bidders are required to score a minimum of 60% per criterion and 60% average in order to qualify for the tender.</p> <p>Tender offers that fail to score the minimum number of points for functionality will be rejected.</p> <p>The onus rests with the Bidder to supply sufficient information to allow for the proper scoring, evaluation and award of points.</p> <p>Where insufficient information is provided, zero points will be awarded for such particular criterion.</p> <p>Nama Khoi Municipality reserves the right to appoint a contractor with the most amounts of points to mitigate related risks of Bidders scoring below the required threshold.</p> <p>Functionality points will be awarded in accordance with the following provisions:</p> <p>a) Plant Equipment (Maximum 10 points)</p>

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	<p>Points will be awarded for Plant and Equipment owned or hired by Bidder within the categories listed below and which must be available for the execution and completion of the work.</p> <p>Where the Bidder owns:</p> <ul style="list-style-type: none"> • Up to 1 30t Excavator – 2 point maximum (NFU1) • Up to 1 12kl Water truck – 2 points maximum (NFU2) • Up to 1 Hydraulic Excavator (backhoe) more than 60kW – 2 points maximum (NFU3) • Up to 1 Tipper Truck more than 5m³ capacity – 2 points maximum (NFU4) • Up to 1 Flatbed truck, with hydraulic crane of more than 2t capacity– 2 points maximum (NFU5) <p>Where the Bidder elects to hire-in some or all of the above, points will be awarded within the applicable category, the same as listed above.</p> <p>Further, the allocation of points for Plant and Equipment to be hired will only be awarded should the Bidder submit an original “Letter of Intent”, as an attachment to the tender, from a Plant Hire Company who is registered within the Contractors Plant Hire Association (CPHA). The “Letter of Intent” will clearly state that the Plant intended for the project will be available for the full duration of the project. The “Letter of Intent” will further be unqualified and certified by a registered Commissioner of Oaths.</p> <p>Only relevant items will be listed in the letter. Ownership details as well as those items to be hired-in will be declared and listed on Schedules of the “Returnable’s Schedule that will be incorporated into the Contract”.</p> <p>b) Technical Expertise (Maximum 10 Points)</p> <p>Points will be awarded for Technical Expertise applicable to the key personnel and individual construction staff members within the five categories listed below and who must be available for the execution and completion of the work.</p> <ul style="list-style-type: none"> • Contracts Manager who has a minimum of 10 years construction experience – 5 points maximum (NFU6) • Site Agent who has a minimum of 5 years construction experience – 3 points maximum (NFU7) • Site Foreman who has a minimum of 3 years construction experience – 2 points maximum (NFU8) <p>Curriculum Vitae’s (CV’s) of the Contracts Manager, Site Agent and Site Foreman that will be employed on this contract must be submitted with the tender document. The various individuals must be in the permanent employ of the Bidder to be awarded points.</p> <p>c) Culvert and stormwater infrastructure (Maximum 10 points)</p> <p>Points will be awarded for past and current experience in contracts of the following nature that includes planning, setting-out and construction of:</p> <ul style="list-style-type: none"> - Culverts larger than 1200mm x 600mm - Gabion construction exceeding 30m³ - Concrete works exceeding 30m³ of reinforced concrete. <p>Points for contracts successfully completed or currently underway will be awarded as follows:</p> <ul style="list-style-type: none"> • Contracts with a scope of works involving culvert construction larger than 1200mm x 600mm, – 1 points per contract (NFU9) up to four projects. • Contracts with a scope of works involving gabion construction exceeding 30m³ – 1 points per contract (NFU10) up to three projects.

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	<p>Contracts with a scope of works involving concrete works exceeding 30m³ – 1 points per contract (NFU11) up to three projects.</p> <p>Particulars and details of each contract will be declared and listed on the Schedule of the “Returnable Schedules that will be incorporated into the Contract”. An extract of the BOQ or Payment Certificate must be attach for reference.</p> <p>The summation of points awarded for the Functionality will be as follows: NFU = NFU1+ NFU2+ NFU3+ NFU4+ NFU5+ NFU6+ NFU7+ NFU8+ NFU9+ NFU10+NFU11</p> <p>Bidders obtaining 60% or more Functionality Points will proceed for further evaluation.</p>
F.2.7	For particulars regarding the compulsory tender clarification meeting (site inspection meeting), see Notice and Invitation to Tender T1.1
F.2.12	No alternative proposals will be considered for tender evaluation. Main offers will be used for the tender evaluation. Bidders are allowed to provide alternative offers for consideration with the successful bidder.
F.2.13.1	<p><i>Add the following to F.2.13.1</i></p> <p>Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used, completed and signed by all partners and submitted with the tender enquiry.</p>
F.2.13.2	Electronic tender offers will not be accepted.
F.2.13.3	Parts of each tender offer communicated on paper will be submitted as an original, plus Nil copies.
F.2.13.4	<p><i>Add the following after the first sentence of F.2.13.4:</i></p> <p>The tender will be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms will be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</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: Nama Khoi Municipality</p> <p>Physical address: 4 Namakwa Street, Springbok, 8240</p> <p>Identification details: Relevant BID No.</p> <p>Postal Address: P.O Box 17, Private Bag X22, Springbok, 8240</p> <p>Responsibility lies with the bidders to ensure the Tender offers are placed in the tender box op of the Nama Khoi Municipality if tenders are posted or couriered.</p>
F.2.13.6	<p><i>Add the following to F.2.13.6:</i></p> <p>A two-envelope procedure will not be followed (Read with F.3.5).</p>
F.2.13.10	<p><i>Add the following sub-clause after F.2.13.9:</i></p> <p>By signing the offer part of C1.1 Form of Offer and Acceptance the Bidder declares that all information provided in the tender submission is true and correct.</p>
F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.17	<i>Add the following to F.2.17:</i>

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	A tender will be rejected as non-responsive if the Bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer’s written request for such clarification. A tender will also be rejected as non-responsive if the Bidder fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.
F.2.19	Access will be provided for inspections, tests and analysis during the site inspection. Arrangements prior to or after should be made with the Municipality.
F.2.23	The Bidder is required to submit with this tender: Documents listed in T2.1: List of returnable documents.
F.3.4.1	The time and location for opening of the tender offers are: Refer to Tender Notice
	The procedure for the evaluation of responsive tenders is Method 2. The financial offer will be scored using Formula 1 (option 1) where the value of W1 is: 90 where the financial value inclusive of VAT of all responsive tenders received have a value excess of R 1 000 000.00
F.3.8	<i>Add the following:</i> Tenders will be considered non-responsive if, inter alia: - the tender is not in compliant with the Scope of Work; - the Bidder does not comply with the CIDB contractor grading designation specified in F.2.1 above; - the Bidder has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request; - the Bidder has failed to provide all relevant information for functionality.
F.3.11	The procedure for the evaluation of responsive tenders is Method 4.
F3.11.10	Risk Analysis Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following: a) Reasonableness of the financial offer aligned with the requirements of the technical specifications and project specifications. b) Reasonableness of unit rates and prices aligned with the requirements of the technical specifications and project specifications. c) The Bidders ability to fulfil its obligations in terms of the tender document, that is, that the Bidder can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc. No Bidder will be recommended for an award unless the Bidder has demonstrated that he/she has the resources and skills required.
F.3.13.1	Tender offers will only be accepted if: a) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the bidder has not: i) abused the employer’s supply chain management system; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and

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	<p>d) has completed the Compulsory Enterprise Questionnaire, relevant MBD documents and that there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>e) Has submitted the documentation listed in F2.23 and returnable schedules T2.1.</p> <p>f) The Bidder is in good standing with SARS and is VAT Registered.</p>
F.3.18	Provide to the successful Bidder one copy of the signed contract document.
	Additional Conditions of Tender
F.4.1	<p>Compliance with Occupational Health and Safety Act 1993 including Amendments and Revisions.</p> <p>Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Bidder will be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Bidder will submit with his tender, appended to Schedule 11 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan will cover inter-alia the following details:</p> <p>Management Structure, Site Supervision and Responsible Persons including a succession plan. Contractor's induction training programme for employees, sub-contractors and visitors to the Site. Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. Regular monitoring procedures to be performed. Regular liaison, consultation and review meetings with all parties. Site security, welfare facilities and first aid. Site rules and fire and emergency procedures.</p> <p>Bidders are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.</p> <p>The Contractor will prepare and maintain a Health and Safety File in respect of the project, which will be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.</p>
F.4.2	<p>Claims arising after submission of tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Bidder will be deemed to have:</p> <ol style="list-style-type: none"> 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and

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	<p>transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.</p> <p>4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.</p> <p>Before submission of any tender, the Bidder should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Bidder must apply to the Employer/Employer’s Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer’s Agent in respect of errors in any tender due to the foregoing.</p> <p>5) Received any Addenda to the tender documents which have been issued in accordance with the Employer’s Supply Chain Management Policy.</p>
F.4.3	<p>Imbalance in tendered rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Bidder to amend these rates and lump sums along the lines indicated by it.</p> <p>The Bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this will be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.</p> <p>Should the Bidder fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F.4.4	<p>Invalid tenders</p> <p>Tenders will be considered invalid and will be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data); b) if the tender is not completed in non-erasable ink; c) if the Form of Offer and Acceptance has not been signed; d) if the Form of Offer and Acceptance is signed, but the name of the Bidder is not stated or is indecipherable.
F.4.12	<p>Signing of the Contract</p> <p>The successful Bidder has to sign the Form of Agreement and applicable MBD forms within the period of seven (7) days after being notified that his Tender had been accepted, after the appeal period.</p> <p>In the event where the Bidder fail to take up the Contract when called upon by the Employer to do so, or withdrawing his Tender after the closing date and time, or failing to provide an acceptable guarantee, the Employer reserves the right to insist that the Bidder will pay to the Employer the cost incurred by the Employer in having to award the Tender to another Contractor.</p> <p>The contract will be in effect after both Bidder and Employer have signed both Form of Offer and form of offer has signed the Form of Acceptance.</p>
F.4.18	<p>All prices, deposits and payments will be in the currency of the Republic of South Africa (Rand) have to be made out to NAMA KHOI MUNICIPALITY.</p>

Annex F
(normative)

Contractor

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Employer

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Standard Conditions of Tender

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer will comply with these conditions of tender. In their dealings with each other, they will discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) Conflict of interest means any situation in which:

- i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) Comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

c) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

e) Organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public bod.

f) 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

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F.1.4 Communication and employer’s agent

Each communication between the employer and a tenderer will be to or from the employer’s agent only, and in a form that can be readily read, copied and recorded. Communications will be in the English language. The employer will 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 will 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.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

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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

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures will state which of the signatories is the lead partner whom the employer will 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 will 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 will state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting will not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, 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.

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F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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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 references 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

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words will govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

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F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender valuation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

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- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$
 where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$
 where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W₁ is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a	Option 2a
1	Highest price or discount	$A = (1 + (P - P_m)/P_m)$	$A = P / P_m$
2	Lowest price or percentage commission /fee	$A = (1 - (P - P_m)/P_m)$	$A = P_m / P$
a where: $P_m =$ the comparative offer of the most favourable tender offer. $P =$ the comparative offer of tender offer under consideration.			

F.3.11.8 Scoring preferences

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Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that will form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

Contractor

Witness for Contractor

Employer

Witness for Employer

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work (see next page)

Contractor

Witness for Contractor

Employer

Witness for Employer

Table G2 **CLASSES OF CONSTRUCTION WORK**

Description	Designation	Definition	Works types	Examples
Civil Employer's Agenting works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and Employer's Agenting infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works.
Electrical Employer's Agenting works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of Employer's Agenting infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical Employer's Agenting works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Contractor

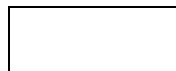
Witness for Contractor

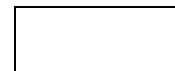
Employer

Witness for Employer

Description	Designation	Definition	Works types	Examples
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil Employer's Agenting works, electrical	Buildings and ancillary works other than those categorised as being: a) civil Employer's Agenting works; b) electrical Employer's Agenting works; c) mechanical Employer's Agenting works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls
Mechanical Employer's Agenting works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of Employer's Agenting infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)


Contractor


Witness for Contractor


Employer


Witness for Employer

Description	Designation	Definition	Works types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	The extension, installation, repair, maintenance or renewal, or removal, of asphalt
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)
	SE		Demolition of buildings and Employer's Agenting infrastructure and blasting	Demolition of buildings and Employer's Agenting infrastructure and blasting
	SF		The development, extension, installation, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	The development, extension, installation, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)
	SG		The development, extension, installation, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	The development, extension, installation, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery	The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage
	SL		The development, extension, installation, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	The development, extension, installation, removal, renovation, alteration or dismantling of structural steelwork and scaffolding
	SM		Timber buildings and structures	Timber buildings and structures
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.
	SO		The development, extension, installation, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	The development, extension, installation, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing

Contractor

Witness for Contractor

Employer

Witness for Employer

Part T2: Returnable Schedules

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

T2.1: List of Returnable Documents

The complete tender document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the tender document.

The Bidder must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Supply Chain Management/ Procurement documents
- Resolution of board of directors / members / partners
- Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)
- Special Resolution of Joint Venture Partners
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Capacity of Bidder
- Site inspection certificate
- Bill of quantities (Annexure A)
- Municipal bidding documents (Annexure B)
- Health and Safety Specifications (Annexure C)
- Environmental Requirements (Annexure D)
- Drawings (Annexure E)

2 Other documents required only for tender evaluation purposes

- Proof of Contractor Registration and grading issued by the Construction Industry Development Board (CIDB) – Compulsory.
- SARS letter containing access PIN – Compulsory.
- An original/ certified copy of a valid B-BBEE Status Level verification Certificate or Originally signed affidavit.
- Proof of Qualifications of Health and Safety representative including health and safety framework.
- Proof of Qualifications of Site Manager and Project Manager.
- Proof of Qualifications
- Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
- Proof of certified Jointing and Termination of MV cables - Compulsory
- Letter of good standing from the Compensation Commissioner - Compulsory

3 C1.1 Offer and Acceptance (the offer portion of C1.1)

4 C1.2 Contract Data (Part 2)

5 C1.3 Form of Guarantee

6 C1.4 Occupational Health and Safety Agreement

7 C1.5 Pro Forma Ownership of Plant

8 C1.6 Expanded Public Works Programme – Commitment of Undertaking

9 C2.2 Bills of quantities summary page (As per tender document, completed in black ink)

Contractor

Witness for Contractor

Employer

Witness for Employer

10 C2.3 Technical Schedules

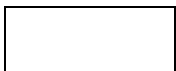
Annexure A: Bill of Quantities

Annexure B: Municipal Supply Chain Management Bidding Documents

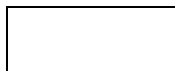
Annexure C: Health and Safety Specifications

Annexure D: Environmental Requirements

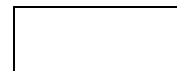
Annexure E: Drawings



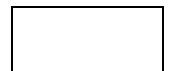
Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

This returnable schedule needs to be completed if the tenderer is a company or other legal person.

Resolution of Board of Directors / Members / Partners

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

- The Enterprise submits a Tender to the Nama Khoi Municipality in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as : _____ (Position in the Enterprise)

and who will sign as follows : _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Contractor

Witness for Contractor

Employer

Witness for Employer

This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

3. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

to the Nama Khoi Municipality in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

4. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

5. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

6. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Nama Khoi Municipality in respect of the project described under item 1 above.

7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Nama Khoi Municipality in respect of the project under item 1 above:

Physical address: _____

Contractor

Witness for Contractor

Employer

Witness for Employer

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			

Note:	ENTERPRISE STAMP
1. * Delete which is not applicable 2. NB. This resolution must be signed by <i>all</i> the Directors / Members / Partners of the Bidding Enterprise 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page	

Contractor

Witness for Contractor

Employer

Witness for Employer

This returnable schedule needs to be completed if the tenderer is a joint venture.

Special Resolution of Joint Venture Partners

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Joint venture)*

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

- 6. _____

- 7. _____

- 8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

A. The abovementioned Enterprises submit a tender in joint venture partnership to the Nama Khoi Municipality in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ *(Position in the Enterprise)*

Contractor

Witness for Contractor

Employer

Witness for Employer

and who will sign as follows: _____
 be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in joint venture mentioned above.

- B. The Enterprises constituting the Joint Venture, notwithstanding its composition, will conduct all business under the name and style of: _____
- C. The Enterprises to the Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the Nama Khoi Municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, will give the Nama Khoi Municipality 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises will remain jointly and severally liable to the Nama Khoi Municipality for the due fulfilment of the obligations of the Joint Venture as mentioned under item D above.
- E. No Enterprise to the Joint Venture will, without the prior written consent of the other Enterprises to the Joint Venture and of the Nama Khoi Municipality, cede any of its rights or assign any of its obligations under the Joint Venture agreement in relation to the contract with the Nama Khoi Municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Joint Venture for all purposes arising from the Joint Venture agreement and the contract with the Nama Khoi Municipality in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Contractor

Witness for Contractor

Employer

Witness for Employer

	Name	Capacity	Signature
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Joint Venture submitting this Tender
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Joint venture must be attached to the Special Resolution

Contractor

Witness for Contractor

Employer

Witness for Employer

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:			
<ul style="list-style-type: none"> <li style="display: inline-block; width: 45%; vertical-align: top;"> <ul style="list-style-type: none"> <input type="radio"/> a member of any municipal council <input type="radio"/> a member of any provincial legislature <input type="radio"/> a member of the National Assembly or the National Council of Province <input type="radio"/> a member of the board of directors of any municipal entity <input type="radio"/> an official of any municipality or municipal entity <li style="display: inline-block; width: 45%; vertical-align: top;"> <ul style="list-style-type: none"> <input type="radio"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="radio"/> a member of an accounting authority of any national or provincial public entity <input type="radio"/> an employee of Parliament or a provincial legislature <input type="radio"/> an employee, director or board member of or otherwise employed by or contracted to the Nama Khoi Municipality, or had or has any contractual relationships of any kind with the Nama Khoi Municipality. 			
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

Contractor

Witness for Contractor

Employer

Witness for Employer

* 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 any Municipal Entity
- an official of any Municipality or Municipal Entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature
- an employee, director or board member of or otherwise employed by or contracted to the Nama Khoi Municipality, or had or has any contractual relationships of any kind with the Nama Khoi Municipality.

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;

Contractor

Witness for Contractor

Employer

Witness for Employer

- 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;
- 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.

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

Record of Addenda to tender documents

I / We confirm that the following communications received from the Nama Khoi Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

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

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

Page	Clause or item	Proposal

Name	Position	Signed

Name of Tenderer	Date

Proposed Subcontractors

Contractor	Witness for Contractor	Employer	Witness for Employer

In order to complete the Works under this Contract, I/we propose to employ the following subcontractors to carry out the portion/type of work as detailed.

(Note: All proposed subcontractors must be listed).

Subcontractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	Estimated value of work

Name	Position	Signed

Name of Tenderer	Date

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Capacity of Tenderer

1. **WORK CAPACITY:** *(The Tenderer is requested to furnish the following full particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number
Machinery	Plant	Workshops	

Contractor

Witness for Contractor

Employer

Witness for Employer

2. QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

Tenderer to provide name(s), key qualifications and experience of site supervision team that will supervise the project on behalf of the Contractor.

Contracts Manager	Name:.....	NQF Level:.....	Contact details:.....
Contract and Client	Relevant construction experience	Position held during Construction	Scope of works dealt with

Site Agent	Name:.....	NQF Level:.....	Contact details:.....
Contract and Client	Relevant construction experience	Position held during Construction	Scope of works dealt with

Contractor

Witness for Contractor

Employer

Witness for Employer

Site Foreman	Name:.....	NQF Level:.....	Contact details:.....
Contract and Client	Relevant construction experience	Position held during Construction	Scope of works dealt with

ATTACH ADDITIONAL COPIES OR ELECTRONIC COPY OF THIS SCHEDULE IF SPACE PROVIDED IS NOT SUFFICIENT. CV'S, QUALIFICATIONS, CERTIFICATES SHOULD BE ATTACHED IN THE RETURNABLE DOCUMENTS

Contractor

Witness for Contractor

Employer

Witness for Employer

3. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

3.1. Current projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Contractor

Witness for Contractor

Employer

Witness for Employer

3.2. Previous projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Contractor

Witness for Contractor

Employer

Witness for Employer

Site Inspection Certificate

This is to certify that I,

Representing
Company

Position

Visited the site on

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date

T2.2 Tender Sum Breakdown

Schedule No	Description	Total
A	Section 1: Preliminary and General	
B	Section 2: Bergsig Culvert	
C	Section 3: Buffels River Drift	
D	Section 4: Buffels River Culvert	
E	Section 5: Kleinsee Culvert	
	Subtotal	
	Plus Contingencies (10%)	
	Subtotal	
	Plus VAT (15%)	
	Total Tender Price	

Note: Totals must be carried over from the Bill of Quantities attached in Annexure A

Contractor

Witness for Contractor

Employer

Witness for Employer

2: The Contract

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Part C1: Agreement and contract data

Contractor

Witness for Contractor

Employer

Witness for Employer

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:

BID/NC062/11/2024-2025 - Repair of Flood Damage at Various Sites within The Nama Khoi Local Municipal Area

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

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

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

.....

..... Rand (in words);

R (in figures)

The scope of works will be completed by....., Amount of weeks:.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning a copy of this acceptance form 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 Date

Name

Capacity

For the tenderer

Name and
address of
organization
.....

[Signature box for Contractor]

Contractor

[Signature box for Witness for Contractor]

Witness for Contractor

[Signature box for Employer]

Employer

[Signature box for Witness for Employer]

Witness for Employer

Name and
signature
of witnesses

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 will pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer will form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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.

The tenderer will within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms will 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 signed acceptance form, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement will constitute a binding contract between the parties.

Signature Date

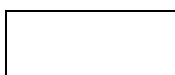
Name

Capacity

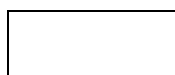
For the Employer **Nama Khoi Local Municipality**
P.O Box 17/ Private Bag X22
4 Namakwa Street
SPRINGBOK, 8240

Name and
address of
organization

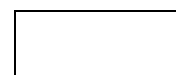
Name and



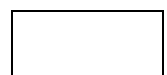
Contractor



Witness for Contractor



Employer



Witness for Employer

signature Date
of witness

Schedule of Deviations

- 1 Subject
Details
- 2 Subject
Details
- 3 Subject
Details
- 4 Subject
Details
- 5 Subject
Details

By the duly authorized representatives signing this agreement, 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 will have any meaning or effect in the contract between the parties arising from this agreement.

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.2 Contract Data

The General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Employer’s Agenting is applicable to this Contract. Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Employer’s Agenting (Tel 011-805 5947).

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data will have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

The following variations, amendments and additions to the Clauses of the General Conditions of Contract are contract specific data applicable to this Contract:

DATA PROVIDED BY THE EMPLOYER

CLAUSE	DESCRIPTION / WORDING
1.1	Add the following new definitions at the end of Clause 1.1: 1.1.25 “Conditions of Contract” mean the General Conditions of Contract as amended in the Contract Data. 1.1.26 “Schedule of Documents” means the documents so designated in and forming part of the Quotation Documents.”
1.1.15 & 1.2.1.2	The Employer is, Nama Khoi Municipality The Employer’s address for receipt of communications and notices is: Physical address: Nama Khoi Municipality 4 Namakwa Street SPRINGBOK 8240 Postal Address: P.O Box 17/ Private Bag X22 Springbok 8240 Telephone: (027) 718 8100
1.1.16 & 1.2.1.2	The project will be facilitated in house in cooperation with UDS Africa, 11 Electron Street, and Techno Park. Stellenbosch, 7600. Tel: 076 211 9892. The contact person will be Ruaan Siebrits and can be contacted at ruaan@udsafrika.co.za .
4.3	Add the following new Clause after Clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures will apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in

Contractor

Witness for Contractor

Employer

Witness for Employer

CLAUSE	DESCRIPTION / WORDING
	<p>terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>The Contractor agrees that any duly authorised officials of the Employer will be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>The Contractor will be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and will, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>4.3.4 The Contractor will furthermore, in compliance with Constructional Regulations 2003 to the Act</p> <p>(i) Acquaint him with the requirements of the Employer's health and safety specification as laid down in Regulation 4(1) (a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in Regulation 5(1) of the Construction Regulations 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment will be submitted to the Employer for approval within seven (7) days after the Commencement Date and will be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations will entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
4.3	<p>Add the following new Clause 4.3.3</p> <p>"With regard to the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993), where applicable, the Contractor will before commencement of the Works deliver to the Employer a letter, either</p> <p>(a) from his insurance company certifying that the Contractor has effected insurance with the company for the full extent of his potential liability in respect of all workmen employed by him on the contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or</p> <p>(b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."</p>
4.4.2	Sub-contracting is allowed. The value of the sub-contracting must correspond to the CIDB grading of the sub-contractor.
4.4.3	Sub-contractors in-service of the state, Government, Municipality etc. will not be considered.
4.11.1	<p>Replace the first paragraph of Clause 4.11.1 with the following:</p> <p>"The Contractor will employ on for the purposes of the Contract, only such persons as are careful, competent and efficient in their several trades and callings."</p>
5.3.1	No Form of Guarantee required.

Contractor

Witness for Contractor

Employer

Witness for Employer

CLAUSE	DESCRIPTION / WORDING																												
5.3.1	<p>The Contractor will commence executing the Works within fourteen (14) days after the Commencement Date.</p> <p>Add the following after "... Commencement Date" in the fourth line:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."</p> <p>In addition the successful Bidder will submit the following documents prior to site establishment:</p> <ul style="list-style-type: none"> a) Performance Guarantee. b) Insurances and Professional Indemnity/ letters of intent from Insurer. c) Construction Programme and detailed cash flow. d) Approval from Dept. of Labour for submitting "Notice for Construction of Work". e) Letter of Good Standing with the Compensation Commissioner 																												
5.4.1	<p>Between the wording "... Site," and "the location" in the second line, add the following:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof,"</p>																												
5.5.1	<p>The Works will be practically completed by 30 September 2025.</p>																												
5.6.1	<p>The Contractor will deliver his Works programme within fourteen (14) days after the Commencement Date.</p>																												
5.8	<p>Delete the words "between sunrise and sunset" in the first line and replace with "within normal working hours".</p> <p>Add the following:</p> <p>"Normal working hours will be between 7h00 and 18h00. The cost of supervision by the Employer's Agent or his representatives outside of normal (Monday to Saturday) working hours in accordance with this Clause will be for the Contractor's account".</p>																												
5.8.1	<p>The special non-working days are all the applicable public holidays as well as the year-end break.</p>																												
5.12.2.2	<p>Add the following to Clause 5.12.2.:</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, extension of time shall be granted in accordance with the provisions of Clause 5.12 in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal conditions shall be deemed to exist. The number of working days quoted below for each calendar month shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions by the Contractor.</p> <table border="1" data-bbox="475 1413 1238 1688"> <thead> <tr> <th>Month</th> <th>Working Days</th> <th>Month</th> <th>Working Days</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>0</td> <td>July</td> <td>3</td> </tr> <tr> <td>February</td> <td>0</td> <td>August</td> <td>3</td> </tr> <tr> <td>March</td> <td>0</td> <td>September</td> <td>1</td> </tr> <tr> <td>April</td> <td>1</td> <td>October</td> <td>0</td> </tr> <tr> <td>May</td> <td>3</td> <td>November</td> <td>0</td> </tr> <tr> <td>June</td> <td>3</td> <td>December</td> <td>0</td> </tr> </tbody> </table> <p>Extension of time in terms of Clause 5.12 based on abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof according to the formula given below, for the full contract period including any extension thereof.</p>	Month	Working Days	Month	Working Days	January	0	July	3	February	0	August	3	March	0	September	1	April	1	October	0	May	3	November	0	June	3	December	0
Month	Working Days	Month	Working Days																										
January	0	July	3																										
February	0	August	3																										
March	0	September	1																										
April	1	October	0																										
May	3	November	0																										
June	3	December	0																										

Contractor

Witness for Contractor

Employer

Witness for Employer

CLAUSE	DESCRIPTION / WORDING
	$V = (N_w + N_n) + \frac{(R_w - R_n)}{X}$
	<p>V : Extension of time in calendar days regarding the calendar month under consideration.</p> <p>N_w : Actual number of days during the calendar month whereupon a rainfall of Y mm or more was recorded.</p> <p>N_n : Average number of days during the relevant calendar month whereupon, according to existing rainfall data, a rainfall of Y mm or more was recorded.</p> <p>R_w : Actual rainfall in mm, for the calendar month under consideration.</p> <p>R_n : Average rainfall in mm, for the calendar month derived from existing rainfall data.</p> <p>X : This is regional factor and shall vary from 5 mm/calendar month for dry areas to 20 mm/ calendar month for wet areas. Clay soil must have a lower value than a lower value as sandy granular soil, since it will take longer to dry out.</p> <p>Y : This is the intensity of rain that will cause the cessation of work and can be about 10 mm/day.</p> <ul style="list-style-type: none"> ▪ For the purpose of the contract, N_n, R_n, X and Y shall have the values as provided in the Annexures to the tender and/or the specifications. ▪ The total extension of time is the algebraic sum of the monthly totals for the subject period under consideration. ▪ Extension of time for part of a month shall be calculated by using the pro-rata values of N_n and R_n for the relevant calendar month. If the algebraic sum of the monthly totals is negative, no reduction in contract completion time will be applicable due to abnormal rainfall conditions. <p>The formula does not take into account any delays because of flood damage that will result in further or simultaneous delays. The delays because of flood damage must be handled separately for the purposes of extension of time on the completion time.</p>
5.13.1	The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation hereof is 0,03% of the Tender award sum per calendar day.
15.16.3	10 Years latent defect period beyond the date of final Approval Certificate.
6	The successful bidder will furnish the Employer's Agent with a Performance guarantee from an approved financial institution.
6.8.2	Contract Price Adjustment will not be applicable. Rates and tender prices will remain fixed for the duration of the Contract.
6.8.3	Price adjustments for variations in the cost of special materials will not be allowed on this Contract.
6.10.1.3	Replace the contents of Clause 6.10.1.3 with the following: "Any amounts, by addition or deduction, to those referred to in this Clause which are due to the Contractor or the Employer and will include the deduction of penalties in terms of Clause 5.13.1."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% after provision of a certified session of rights/ visit at the address of where the materials is stored or assembled.
6.10.3	The percentage retention on the amounts due to the Contractor is 10% and the limit of retention money is 10% of the Contract Price.
6.2.1	A retention money guarantee may be allowed to motivate expenditure of Grant Funding Conditions.
7.1.1	Add the following at the end of Clause 7.1.1: "Unless otherwise directed in writing by the Employer's Agent, all materials for the Permanent Works will be new and unused."
7.8.1	The Defects Liability Period is 12 calendar months.
8.6.1	The contractor should provide proof of insurances for the duration of the contract as stipulated in 8.6
8.6.1.1	The amount to cover professional fees in terms of this Clause amounts to: 20% of the original Contract Price.

Contractor

Witness for Contractor

Employer

Witness for Employer

CLAUSE	DESCRIPTION / WORDING
8.6.1.2	Not required.
8.6.1.3	R 10 000 000-00 for any single claim and the number of claims to be unlimited during the construction defects liability period
8.6.1.5	None.
8.6.6	The insurance policies and proof of due payment will be produced to the Employer's Agent within seven (7) days after the Commencement Date.
8.6.8	<p>Add the following new Clause 8.6.8</p> <p>"In the event of any claim arising under the policies held in terms of this Clause, the Contractor will forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he will submit to the Employer's Agent copies of all claims and associated documents.</p> <p>The claim submitted by the Contractor will cover the cost of repairing and making good as required in terms of Clauses 8.2.1 and 8.2.2."</p>
9.1.2	<p>Replace the contents of Clause 9.1.2 with the following:</p> <p>"Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 54.2.2 hereof, the Contractor:</p> <p>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</p> <p>Where the circumstances described in Clauses 9.1.1 are applicable only to a certain portion of the Contract, the Employer's Agent will decide after consulting the Contractor, to what extent the Contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date."</p>
10.4 & 10.5	Dispute resolution will be by amicable settlement or adjudication, as so decided by both parties in writing.
10.7	The determination of unresolved disputes in terms of Clauses 10.4 & 10.5 will be referred for final settlement to arbitration.
10.7	Special disputes will be referred for final settlement to arbitration.




Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

C1.3 Form of Guarantee

WHEREAS THE MUNICIPAL MANAGER, NAMA KHOI MUNICIPALITY

(Hereinafter referred to as "the Employer") entered into a Contract with

.....

(hereinafter called "the Contractor") on the day of 20..... for **CONTRACT NO. BID/NC062/11/2024-2025** the

NAMA KHOI LOCAL MUNICIPALITY- REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA.

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

WHEREAS WE, (*name of Insurance Company/Bank*)

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 will, 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 Due Completion Date of the Works under the said Contract, and that its rights under this guarantee will 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 Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee will be limited to the payment of a sum of money.
3. The Employer will 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 will 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 will remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder will not exceed the sum of
..... (R)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guarantee Sum with the beneficiary, whereupon the Guarantor's liability hereunder will cease.

Contractor

Witness for Contractor

Employer

Witness for Employer

7. We hereby choose our address for the serving of all notices for all purposes arising hereof as

.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Duly authorized to sign on behalf of

..... Address

.....

.....

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C1.4 Occupational Health and Safety Agreement

(To be completed and signed by all Mandatories)

OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 of 1993

Note: Section 1(1)(xxviii) of the Act defines a "Mandatory" as including "an Agent, a Contractor or a Contractor for Work".

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993, herein after referred to as "the Act", that the Contractor as an employer in its own right and in its capacity as Contractor the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

1. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
2. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
3. The Contractor hereby accepts sole liability for such compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Agent from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the Contract, and
4. The Contractor shall be obliged to report forthwith to the Employer any investigations, complaint or criminal charge with may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

As witnesses:

1. Signature

2. Duly authorized to sign on behalf of

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

..... Address

.....

.....

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

C1.5 Pro forma Ownership of Plant

I/We, the undersigned,
..... (Name of the Contractor)

hereby declare that the materials for which payment is claimed in terms of Clause 49.1.5 of the General Conditions of Contract that:

- 1. The material as listed in the Bill of Quantities supplied pursuant to the Contract shall become the property of the Client after payment.
- 2. The material and equipment paid by the Client are set aside and are marked as the property of the Client.
- 3. It is confirmed that such material and equipment are in the care of the Contractor solely for the purposes of the Contract and shall not be within the ownership of or disposition of the Contractor.
- 4. Any interim certificate issued by the Employer's Agent shall be without prejudice of the exercise of any power of the Employer's Agent contained in the Contract to reject material and/or equipment which is not in accordance with the Contract and upon any such rejection the property in the rejected material and/or equipment shall immediately revert to the Contractor.
- 5. That we shall be liable for loss of or damage to any of the Contractor's equipment which may happen otherwise than through the default of the Employer.

Address where the material/equipment will be held:

.....
.....

Signed in the presence of the subscribing witnesses:

At for and on behalf of the Contractor on this day of

1. Signature

2. Duly authorized to sign on behalf of

on this day of 20....

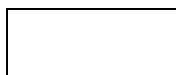
..... Address

.....

.....



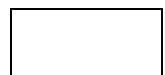
Contractor



Witness for Contractor



Employer



Witness for Employer

C1.6 Expanded Public Works Programme- Commitment of Undertaking

I/We the undersigned,

.....

..... (Name of the Contractor),

hereby commits to the use local labour in the specific Wards wherein the proposed construction works/ developments will take place. Appointments will be done;

- 1. In conjunction with the specific Ward Councillor and CLO, if applicable.
- 2. According to the latest Guidelines from the Department of Labour and Occupational Health and Safety Act.
- 3. According to the lasted Guidelines from the Expanded Public Works Programme.
- 4. With proper and appropriate compensation.
- 5. With Health and Safety inductions according to the Occupational Health and Safety Act and Construction Regulations.

Address where appointments will be managed:

.....
.....

Signed in the presence of the subscribing witnesses:

At for and on behalf of the Contractor on this day of

- 1. Signature
- 2. Duly authorized to sign on behalf of

on this day of 20....

..... Address

.....
.....

NOTE: EPWP REGISTRATION FORMS MUST BE SUBMITTED WHEN CONSTRUCTION STARTS.

Contractor

Witness for Contractor

Employer

Witness for Employer

LABOUR REPORTS AND EPWP REPORTS MUST BE SUBMITTED AT THE END OF THE MONTHS DURING CONSTRUCTION IN WORD/ EXCEL.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.1.1 General

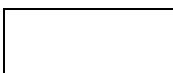
The Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities. The Bill of Quantities is attached as **Annexure A**.

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 as amended in the Scope of Works.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

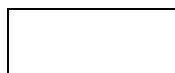
%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

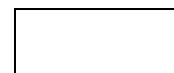
Unit:	The unit of measurement for each item of work as defined in the SANS 1200 and/or Project Specifications
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.



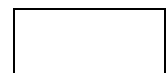
Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

Amount: The product of the quantity and the agreed rate for an item.
Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
8. The short descriptions of the items of payment given in the Bill of Quantities are for the purposes of identifying the items. The requirements of these short descriptions, and any other requirements applicable to these short descriptions given in the Bill of Quantities, must also be adhered to and is deemed included in the rates tendered. In addition to this, more details regarding the extent of the work entailed under each item appear in the Scope of Work.
9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standardised Specification for Civil Employer's Agenting Construction SANS 1200, if applicable.
10. **A price or rate shall be entered against each item in the Bill / Schedule of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under the contract.

No unauthorized amendment shall be made to the Schedule of Rates / Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates / Bill of Quantities is not properly completed, the tender will be rejected.

11. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
12. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
13. Where the project specifications amends or replaces the standard specifications, the price tendered will be deemed to be based on all relevant project specifications.

Contractor

Witness for Contractor

Employer

Witness for Employer

C2.2 Summary of Prices

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

**NAMA KHOI LOCAL MUNICIPALITY
REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA**

SCHEDULE C2.2.1: SUMMARY OF PRICES FROM ANNEXURE A

Date: 2025-02-12
Revision: Rev00

Schedule No	Description	Total
A	Section 1: Preliminary and General	
B	Section 2: Bergsig Culvert	
C	Section 3: Buffels River Drift	
D	Section 4: Buffels River Culvert	
E	Section 5: Kleinsee Culvert	
	Subtotal	
	Plus Contingencies (10%)	
	Subtotal	
	Plus VAT (15%)	
	Total Tender Price	

Completion of the scope of works:..... (Date).....amount of weeks.

Totals to be carried over to T2.2: Tender sum breakdown and the total tender price to C1.1: Form of offer and acceptance.

Signature Date

Name

Capacity

For the tenderer

Name and
address of
organization
Name and
signature
of witnesses

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C3.1: Description of the Works

Contractor

Witness for Contractor

Employer

Witness for Employer

Description of the Works

1 EMPLOYER'S OBJECTIVES

The objective of the Employer is to:

THE REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

The works will consist of removing damaged structures/ culverts, excavating in debris, disposing of damaged culverts, earthworks, concrete works, layer works, the installation of new culverts and the construction of gravel or surfaced roads including guard rails at four locations within the Nama Khoi Local Municipal Area.

1 OVERVIEW OF THE WORKS

2.1 General Description

Work items under this tender shall include any one or more of the following:

- i) Establishment on site
- ii) Site clearance
- iii) Earthworks
- iv) Concrete works
- v) Stormwater
- vi) Roads
- vii) Guard Rails/ Edge protection

2.1.1 Bergsig Culverts

To address these deficiencies, the current culverts will be completely removed to ensure a stable and uniform foundation for the new structure.

The replacement structure will consist of 1500 x 600mm rectangular culverts designed to improve hydraulic efficiency and durability.

The new culverts will be installed on a reinforced concrete base to provide robust support and prevent settling or movement. The design will incorporate, cut – off walls to control erosion, wing- and headwalls to guide the water flow. Guardrails will be installed on top of the culverts to enhance safety for vehicular and pedestrian traffic.

2.1.2 Buffelsrivier Drift

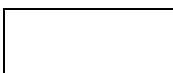
The existing drift is 3.9m wide and therefor can only accommodate one way traffic. There are no cut-off walls or erosion protection. Visible signs of erosion can be seen on the downstream side of the drift. There are also no guide poles along the drift for safe crossing during storm events.

It is the intension to extend the existing slab to accommodate two-way traffic. The width will be increased from 3.9m to 6.4m (excluding the 250mm wide cut-off walls and associated guide columns).

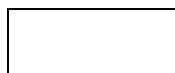
Cut-off walls with reno mattresses will be constructed on either end of the culvert. Guideposts will also be provided on either side of the drift to ensure safe crossing is possible during flood events.

2.1.3 Buffelsrivier Culvert

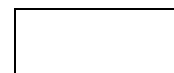
The culvert structure consists of two sets of culverts on either end of the structure. Five rows of 1200 x 900 box culverts to the west and 1 row to the east. The flow from the Buffels river is channelled to these two sets of culverts due to island formed by the natural ground levels as the river approaches the culvert crossing.



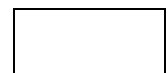
Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

During the flooding from June 2023, the existing structure was overtopped leading erosion on the downstream side of the culvert crossing. The head and wing walls constructed with brickwork was washed away during the flooding as this was not dowelled/ tied into the base or culvert structure.

It is the intension to reconstruct the culvert crossing to improve it its ability to convey stormwater to the downstream side. This will be achieved by shaping the natural ground levels at approach of the culvert structure, as well as installing additional culverts in a more centralised position within the flow path. Cut-off walls, new head walls, wing walls, guardrails & erosion protection will be installed.

2.1.4 Kleinzee

The culvert structure consists of two 2500x3000 culverts to accommodate low flows and a third 4500 x 2900 culvert for high flows. All three culverts are on the northern end of the Buffels River at the crossing.

During the flooding from June 2023, the roadway leading up to the culvert structure was completely washed away (approximately 100m). The culverts to the north are however still intact, but based on the catchment area appear to be significantly undersized for dealing with a 1:20 RI storm event. The embankment on the southwestern side of the culvert crossing sustained severe damage for a length of approximately 350m during the flooding.

It is the intension to reconstruct the entire culvert crossing to improve its ability to convey stormwater to the downstream side. This will be achieved by shaping the ground in the section approaching the culvert structure, as well as installing additional culverts in a more centralised position within the flow path. The existing culverts on the northern end will act as overflows during major flood events. The extent of the works to be undertaken at Kleinsee will involve the construction of three additional 3.0m x 2.4m culverts (reduced scope) in order to accommodate a 1:20 (RI) storm.

2.2 Work Areas

The location of the works envisaged for the Project will be shown on the drawings bound into Annexure E of the Project Document.

2.3 Boundaries of the site

The site will be confined to the areas of construction as shown on the drawings, including the site camp of the contractor.

2.4 Occupation of the site

Access to the site of the works will be given to the Contractor on the Commencement Date.

3. EXTENT OF THE WORKS

The work that is to be carried out under the contract is as provided for in the schedule of quantities. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as extra work.

4 CONSTRUCTION TIME PERIOD

The Contractor shall plan and programme his construction sequence for completion within the time period specified.

4.1 Construction work programme

The Contractor shall take note of various factors contained in the specifications, which will have a significant influence on the compilation of the construction work programme. Prominent items are those which might require

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

a lead time for ordering the equipment or which might entail a special manufacturing period. **Refer to returnable Schedule 3, paragraph 3, for stipulated construction sequence when compiling the work programme.**

The Contractor shall take the above into consideration when drawing up his programme and no claims will be entertained in this regard.

5. CONTRACTOR'S CAMP SITE, POWER SUPPLY AND OTHER SERVICES

The choice of all sites for the establishment of camps is subject to the approval of the Employer's Agent and Employer.

The Contractor shall, however, make his own arrangements concerning the provision of water, electricity and other services for the campsite and office facilities.

No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

6. CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work within confined and restricted areas. The method of construction in these confined areas largely depend on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule / Priced Bill / Schedule of Quantities include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. **No additional payment will be made nor will any claim for payment be considered for work done in such confined areas, despite indications to the contrary in the Standard Specifications.**

7. WATER FOR CONSTRUCTION PURPOSES

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates. Water standpipe to be procured from the Municipality at the Contractors cost. Standard fees for standpipe (consumer deposit applicable) and standard water consumption tariffs are applicable.

8. FEATURES REQUIRING SPECIAL ATTENTION

8.1 Existing Services

Any work requiring the excavation of existing road pavements, sidewalks and verges will require the necessary wayleaves be obtained from the relevant service authorities (including but not limited to DFA, Neotel, Telkom, Electrical Department / Eskom, Roads & Stormwater Department, Water Department and Drainage & Sewerage Department etc).

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary wayleaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

The Contractor shall carry out the works with the minimum interference to existing services and it shall be clearly understood that obtaining the necessary wayleaves, will be at his own cost. The cost of repairing any damage to services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out the duties set out in this Clause, shall be borne by the Contractor.

Contractor

Witness for Contractor

Employer

Witness for Employer

8.2 Health and Safety Plan

Prior to commencing work, the Contractor shall submit a Health and Safety Plan, compiled in accordance with the Health and Safety Specifications in the Works Specifications to the Employer's Agent for approval. The Contractor may not commence construction without the Employer's Agent's approval of the Health and Safety Plan.

8.3 Standard of Materials, Workmanship, Testing and Performance

The attention of Tenderers is particularly drawn to the high standard of materials, workmanship, testing and performance applicable to his Contract as a whole and he shall convey this requirement to his proposed Sub-Contractors.

The Contractor will carry out control testing of materials and workmanship as required in terms of the specifications. Where necessary, the Employer's Agent may carry out acceptance control testing. The Employer will not pay claims or grant extension of time for delays to the works resulting from the awaiting of test results. Testing as required by the Employer's Agent will be affected as promptly as possible but it is in the Contractors own interest to submit material samples and other components of workmanship for testing in good time to assist in avoiding or minimising delays.

8.4 Weatherproof Protection for Workers

All staff required to continue working during rain shall be provided with oilskins and rubber knee boots, or other approved protective clothing and footwear.

8.5 Night Work and Work on Public Holidays

Where the Contractor requires staff to work overtime, he shall make the necessary arrangements with the Employer's Agent and obtain written approval from the Employer's Agent. The Contractor shall bear the cost of his overtime work.

The following conditions apply:

- a) No work allowed after 18:00 on weekdays.
- b) Working times for Saturdays are 08:00 - 14:00.
- c) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC.
- d) Approval for work outside of normal working hours to be obtained from Employer.
- e) No lane closures allowed before 09:00 and after 16:00
- f) Construction material deliveries only allowed between 09:00 and 16:00

8.6 Other Contractors

The Contractor's attention is drawn to the fact that there will be other contractors working on the Site of the Works. In accordance with Clause 4.8 of the General Conditions of Contract, the Contractor shall note and make due allowance for reasonable access to and for the adjacent operations of these other contractors on the site of the works.

9. ACCOMMODATION OF TRAFFIC

- (i) The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.
- (ii) It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority ie the Traffic Manager of the Municipality.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

- (iii) Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive. The existing number of lanes for each traffic movement affected by construction shall not be reduced without the written authorization of the Employer's Agent.
- (iv) It should be noted that Sundays are specified as "Special non-working days" in the Contract Data. In terms of Clause 5.8 of the General Conditions of Contract the Employer's Agent's permission has to be obtained for work to be carried out on special non-working days, for which permission shall be applied for at least one (1) week prior to the day.
- (v) No lane closures allowed before 09:00 and after 16:00 and construction material deliveries to be scheduled only between 09:00 and 16:00
- (vi) The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads.
- (vii) Failure to maintain road signs, warning signs or flicker lights, etc, in good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (viii) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).
- (ix) The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Employer's Agent for approval.

The traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s). During non-working days and the period of the year end break, the Contractor will be required to shut down normal construction activities and only emergency work will be allowed. The traffic safety officer will be required to patrol during these non-working periods and ensure that all temporary traffic-control facilities are in place and functional.

10. ENVIRONMENTAL REQUIREMENTS

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced. The Contractor shall take every precaution to avoid damage to vegetation within that area of the road reserve which falls outside the designated work area is indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials within the road reserve will not be permitted without the written consent of the Employer's Agent. Excess material from excavations and waste material shall be spoiled off site at suitable locations.

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C3.2: Construction

Works Specifications

CONTENTS

PART A: STANDARD SPECIFICATIONS

PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

PART C: SITE INFORMATION

ANNEXURE A: BILL OF QUANTITIES

ANNEXURE B: MBD FORMS

ANNEXURE C: HEALTH AND SAFETY SPECIATION

ANNEXURE D: SITE INFORMATION

ANNEXURE E: DRAWINGS

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

PART A: STANDARD SPECIFICATIONS

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

1. For the Civil – and Structural Construction work

- i) The **Standard Specifications for Civil Employer’s Agenting Construction, SANS 1200**, which the tenderer shall obtain / purchase from the South African Institution of Civil Employer’s Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

- ii) The **Standard Specification for Road and Bridge Works for State Roads Authority, 1998 Edition (COLTO)**.

Contractor

Witness for Contractor

Employer

Witness for Employer

PART B: PROJECT PARTICULAR SPECIFICATIONS

Amendments to the standard specifications are included in this Part B: Project Specifications.

- (i) The project specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

Amendments to the standard specifications are bound in the contract documents. The following relevant section off the Standard Specifications, as listed below, shall apply to this contract:

- SANS 1200 A : GENERAL
- SANS 1200 C : SITE CLEARANCE
- SANS 1200 D : EARTHWORKS
- SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)
- SANS 1200 DM : EARTHWORKS (ROADS, SUBGRADE)
- SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)
- SANS 1200 G : CONCRETE WORKS
- SANS 1200 LB : BEDDING (PIPES)
- SANS 1200 LE : STORMWATER DRAINAGE
- COLTO 5100 : PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION
- COLTO 5200 : GABIONS
- COLTO 5400 : GUARDRAILS

VARIATIONS AND ADDITIONS

Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) or SANS 1200 and/or as amended in the Scope of Works.

The numbering method in this project specification deviates as follows from the method suggested in the Code of Practice SANS 1200 or COLTO.

An example of deviation: each clause with the prefix PS or B shall refer to the congruent clause in the appropriate section of the project specifications. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standard specifications, the B or PS clause shall be a new clause in the project specification.

Should any requirement of the Project Specification conflict with any requirement of the specifications listed above, the requirement of the Project Specification shall prevail.

Departures from and/or additions to specifications listed in Part A are set out on the following pages in accordance with the numbering system of the standardised or project specification.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Where the project specifications amends or replaces the standard specifications, the price tendered will be deemed to be based on all relevant the project specifications.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

SANS 1200 A : GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

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

All pipe and HDPE product suppliers must be SAPMA registered.

All materials shall bear the official mark of the appropriate standard and marking must be permanent. Markings must include the following information: batch, class and date of manufacture and may not be older than 1 year.

Substitute the second paragraph with the following:

Samples on which laboratory testing is required, shall be delivered free of charge to an approved laboratory, which is capable to carry out the necessary tests. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

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

PS A 3.3 STORAGE OF MATERIALS

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud, and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. PVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting, shall be removed from the Site of the Works and replaced at the Contractor's own expense.

PS A 3.4 HANDLING OF MATERIALS

Materials should be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes/ culverts shall be lifted or lowered only by means of suitable hoisting equipment.

The Employer's Agent shall have authority to forbid the transporting or handling of materials in a manner which, in his opinion, could cause damage.

A 4 PLANT

Amend Clause A 4 "Plant" to the following:

PS A 4 CONSTRUCTION EQUIPMENT

All reference to "Plant" in the Standard – and Project Specifications is amended to "Construction Equipment" in terms of Clause 1.1.1.6 of the GCC 2015.

PS A 4.1 SILENCING OF CONSTRUCTION EQUIPEMENT

Substitute A4.1 with the following:

The Contractors attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations.

PS A 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

Add the following paragraph before the existing first paragraph in A4.2:

Contractor

Witness for Contractor

Employer

Witness for Employer

The Contractors buildings, sheds and other facilities erected or utilised on the Site for purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours.”

Delete “and first-aid services” in the second paragraph of A4.2 and add the following:

The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

PS A 4.3 SITE SECURITY

The area to be used by the Contractor, for the execution of the works, may be subject to a security risk. The Contractor must assess the potential risks and make his own provision for additional protection.

No separate payment will be made for these additional security measures and the cost thereof will be deemed to be included in the rates tendered for items PS A 8.3 and PS A 8.4. These rates shall also include additional insurance if required.

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting Out of the Works

Substitute the first sentence in A 5.1.1 with the following:

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

PS A 5.1.2 Preservation and Replacement of Survey Beacons and Pegs Subject to the Land Survey Act

Delete the words “in the vicinity of boundaries” in the second sentence of A 5.1.2 and replace the words “under the direction of” in the same sentence with “in consultation and liaison with”.

Add the following after the second sentence of A 5.1.2:

The Contractor and the Employer’s Agent shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein.

Substitute the third sentence of A 5.1.2 with the following:

“At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyors check reveals have become disturbed or damaged. The Contractor shall, as precedent to the issue of the Certificate of Completion, provide to the Employer’s Agent, a certificate from the registered land surveyor, certifying that all pegs listed at the commencement of construction in accordance with the provision of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractors account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

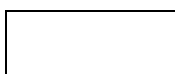
- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- (b) The Contractor can prove beyond reasonable doubt to the satisfaction of the Employer’s Agent, were disturbed, damaged or destroyed by others beyond his control.”

PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

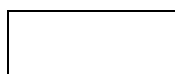
Add the following to A 5.2:

The area of construction work must, as far as possible, be confined to the shoulders of the road. The contractor shall at all times have in place, sufficient advanced warning signs and markings. All excavations must be marked with drums, reflective tape and warning signs to the satisfaction of the Employer’s Agent.

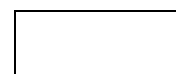
All Road Traffic Signs (permanent signs and temporary signs) shall comply with the requirements of the “South African Development Community Road Traffic Signs Manual” and shall be approved by the Employer’s Agent before construction



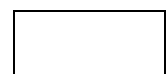
Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

commences.

PS A 5.3 PROTECTION OF EXISTING STRUCTURES

Substitute “Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)” with “Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended,” and insert “as amended” after “(Act No. 27 of 1956)”:

PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Substitute A 5.4 with the following:

PS A 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by a competent contractor to be present on, under, over or within the Site.

All services indicated on all wayleaves (obtained by Contractor, the RE to oversee the process and must be informed at all times of the progress by the Contractor), additional scanning as allowed for and pointed out on site by the local authority will be opened up and surveyed (level, invert, diameter and coordinates). These services include sewer, water, stormwater, electrical ducts, telecommunications ducts etc. These services will be reported to the Employer’s Agent 10 working days before these services will delay the Contractor.

The Contractor must therefore open all existing services and report them to the Employer’s Agent, 10 working days before the Practical Completion date and/or the Due Completion date, is affected. No claim will be considered for any delays if the Contractor did not follow protocol. This protocol must be clearly indicated on the initial and all adjusted construction programmes together with the time required by the Contractor to open all existing services. The Contractor must allow for at least 20 working days to open and expose the existing services. Any financial and time implications due to failure to timeously report to the Employer’s Agent will be for the Contractors account. Therefore, the protocol that must be indicated on the programme is as follows:

SEQUENCE OF PROTOCOL OF EXISTING SERVICES		
1	2	3
Open and Locating Existing Services	Report All existing services to the Employer’s Agent	Time before Practical Completion date and/or Completion date is affected
At Least 5 working days	1 working day	10 working days

The 10 working days, as per sequence number 3, is identified as float in terms of Clause 5.6.2.4 of the GCC 2015 (3rd Edition) and may only be used on prior approval by the Employer’s Agent. These 10 days must be programmed as a single bar item/activity, in the initial programme and subsequent adjusted programmes, as the immediate predecessor to normal climatic conditions and on the critical path of the programme.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Employer’s Agent offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer’s Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.12.2 of SANS 1200 D (as amended) shall apply.

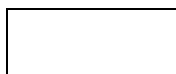
All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as ‘know services’ and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Employer’s Agent without delay and within the time period stated above.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Employer’s Agent immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to



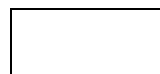
Contractor



Witness for Contractor



Employer



Witness for Employer

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause,

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractors operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of this costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Employer's Agent the Drawings as aforesaid. These costs shall be deemed included in the Contractors other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PS A 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Employer's Agent, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

PS A 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly in the Contract or ordered by the Employer's Agent, the Contractor shall not carry out alterations to existing services. When any such alteration become necessary, the Contractor shall promptly inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the services, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent and the relevant authorities should be repaired by the applicable authority and not by the Contractor. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

The contractor shall allow for the time and cost thereof to drain and refill existing water supply/reticulation pipelines for purpose of connecting onto the existing pipelines.

The contractor shall be billed for the time spent by the Client to make alterations and/or repairs on existing infrastructure and the Contractor shall make provision for this in his tender rates.

A list of important telephone numbers for use when services are damage will be provided at the commencement of the contract."

PS A 5.6 POLLUTION

The Contractor's attention is drawn specifically to dust disturbance (See PS D 5.1.4.1).

PS A 5.7 SAFETY

Substitute A 5.7 with the following:

Pursuant to be provisions of the Conditions of Contract, and without in any way limiting the Contractors obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

Contractor

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Employer

Witness for Employer

- a) Provide to its Employees on the site of works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
 - b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
 - c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
 - d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
 - e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.
- The Employer and the Employer's Agent shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractors compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employers and/or Employer's Agents representative may reasonably require.

Where any such investigation reveal, or where it comes to the Employer's Agents attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 5.11 (GCC 2015), be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer's Agent, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Employer's Agent in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13 (GCC 2015) should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Employer's Agent to act in terms of Clause 9.2.1.3.5 (GCC 2015) and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2 (GCC 2015).

PS A 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractors offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract."

A 6 TOLERANCES

PS A 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Employer's Agent, without any allowance for the payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerance allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Employer's Agent may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated

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Witness for Employer

based on the actual dimensions as constructed.”

A 7 TESTING

A 7.1 PRINCIPLES

PS A 7.1.1 Checking

Substitute the last sentence in A 7.1.1 with the following:

The Contractor shall obtain the services of an independent testing laboratory at his own expense to carry out such checks and tests as are prescribed in the various standardised and/or project specifications. Testing will be done at laboratories specified in PS A 7.2.

PS A 7.1.2 Standard of Finished Work not to Specification

Insert the words “or checks by an approved laboratory” after the words “Where the Employer’s Agent’s checks” in the first sentence of A 7.1.2.

PS A 7.2 APPROVED LABORATORIES

Substitute A 7.2 with the following:

“Unless otherwise specified in the relevant specifications or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Employer’s Agent of the quality of materials used and/or workmanship achieved, may be carried out:

- a) Any testing laboratory certified by the South African National Accreditation System (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- b) Any testing laboratory owned, managed or operated by the Employer or the Employer’s Agent;
- c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer’s Agent.
- d) Any other laboratory that the Employer’s Agent approves in his absolute discretion.”

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

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

A 8 MEASUREMENT AND PAYMENT

A 8.1 MEASUREMENT

PS A 8.1.1 Method of Measurement, All Sections of the Schedule

Delete the words “and South West Africa”.

A 8.1.2 Preliminary and General Items or Section

PS A 8.1.2.1 Contents

Substitute the last sentence of A 8.1.2.1 b) with the following:

Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractors preliminary and general costs.

PS A 8.1.2.2 Tendered Sums

Substitute clause A 8.1.2.2 with the following:

Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractors tendered sums under item PS A 8.3 and PS A 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract, the relevant Standard Specifications, the relevant Project Specifications, the Scope of Works (including part A, B, C, D, E and F of part C3.4 of this document), the General Conditions of Contract 2015 (GCC 2015) and the Special Conditions of Contract (SCoC);
- head-office and site overheads and supervision;

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Witness for Employer

- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- All Construction Equipment (defined in terms of Clause 1.1.1.6 of the GCC 2015, 3rd Edition), required for the execution of the Contract.
- Providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of works of these facilities and cleaning-up of the site of the Contractors establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Employer’s Agent (Employer’s Agent’s Office) and his staff as specified in the Contract and their removal from the site on completion of the Contract. This will include PS AB 3.1, PS AB 3.2, PS AB 4.1, PS AB 5.1, PS AB 5.5, PS AB 5.6 and PS AB 5.7;
- All as-builts to be compiled and submitted by the Contractor in the format prescribed by Stellenbosch Municipality.
- site security described in PS A 4.3

A 8.2 PAYMENT

PS A 8.2.1 Fixed-charge and Value-related Items

Substitute A 8.2.1 with the following:

Payment of fixed charges in respect of item PS A 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid when the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractors establishment has been cleared and cleaned to the satisfaction of the Employer’s Agent.

No adjustment will be made to the sums tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

Payment for the sum tendered under item PS A 8.3.2 will be made in three separate instalments as follow:

- The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract (GCC 2015), and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of works listed in the Schedule of Quantities.
- The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- The final payment, which is 20% of the sum, will be made when the works have been certified as complete and the Contractor has fulfilled all his obligations to date under this Specifications, the General Conditions of Contract and the Special Conditions of Contract (GCC 2015).

Should the value of the measured work finally complete be more or less than the tender sum, the sum tendered under items 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11 (GCC 2015) and this adjustment will be applied to the third instalment.

PS A 8.2.2 Time-related Items

Substitute A 8.2.2 with the following:

Payment under item PS A 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the items is not out of proportion to the value of the progress of the Works as a whole.

PS A 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Substitute A 8.3 with following:

PS A 8.3.1 Fixed Preliminary and General Charges Unit : Sum

PS A 8.3.2 Value-related Preliminary and General Charges Unit : Sum

The sums tendered for PS A 8.3.1 and PS A 8.3.2 shall include full compensation for all fixed-charge preliminary and general charges as describe in PS A 8.1.2.2. Payment will be made as described in PS A 8.2.1.

PS A 8.4 SCHEDULED TIME-RELATED ITEMS

Substitute A 8.4 with following:

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PS A 8.4.1 Time-related Preliminary and General Charges Unit : Sum

The sums tendered for PS A 8.4.1 shall include full compensation for all time-related preliminary and general charges as describe in PS A 8.1.2.2. Payment will be made as described in PS A 8.2.2.

PS A 8.4.8 Standing time cost

a) Plant.....Unit: day

The item above will cater for all associated costs relating to standing time charged by the Contractor for Plant. This rate does not refer to singular items of plant, but the entire fleet of plant (worst case scenario) to be used during construction at any time.

b) Labour.....Unit: day

The item above will cater for all associated costs relating to standing time charged by the Contractor for Labour. This rate does not refer to single labourers, but the entire labour force to be used during construction at any time.

c) Other resources (to be specified by the Contractor).....Unit: day

The item above will cater for all associated costs relating to standing time charged by the Contractor for any other resource not allowed for in (a) and (b). Should a rate be provided for this item the Contractor needs to specify the resource.

PS A 8.6 PRIME COST ITEMS

Substitute A 8.6 with following:

PS A 8.6 PRIME COST SUMS

a) Description of Items to which Prime Sums Applies Unit : Prov Sum

b) Charges required by Contractor on Item (a) above Unit : %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractors labour, profit , carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Employer’s Agent for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a) and shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor.

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractors tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in correction with additional tests required by the Employer’s Agent:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Employer’s Agent, the Contractor shall be responsible for both the costs of normal testing as described in the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with. Only tests not described under the standard – and project specifications and which are additionally requested by the Employer’s Agent, will be paid under this item, should the test result/s comply with the relevant requirements of the Contract. The amounts specified in the bill of quantities are provisional and preliminary amounts and may be reduced and/or removed completely at the discretion of the Employer.

PS A 8.7 DAYWORK

Substitute A 8.7 with following:

Measurement and payment shall be in accordance with the provisions of Clause 6.5 (GCC 2015) of the Conditions of

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

Contract. Rates to include all overheads, fuel, operators costs, charges, profit, establishment on site, de-establishment and all re-establishment (regardless of the number of times).

The tendered percentage for the charged required by the Contractor on the materials, shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem.

A 8.8.4 Existing Services

Substitute A 8.8.4 with the following:

PS A 8.8.4 Location and Protection of Existing Services

Where particular items are provide in other sections of the schedule, the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

PS A 8.8.4.1 Provision of and using of specialist detection equipment for:

- a) **Water, sewer and stormwater pipes**..... Unit : Sum
- b) **Eskom and other electrical cables** Unit : Sum
- c) **Telkom, DFA and other data and telecom cables** Unit : Sum

PS A 8.8.4.2 Hand excavation to locate and expose existing services in all materialsUnit : m³

The rate shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the service from damage during excavation and backfilling and for subsequent backfilling and compaction. Compaction of material in all areas expect in roadways shall be to 93% of MAASHTO density (100% for sand).

The tendered rate shall also include for keeping the excavations safe, for dealing with surface and subsurface water and for the removal and spoil of surplus material.

Only quantities that can be reasonably verified by the Employers Agent will be certified for payment. The onus is on the Contractor to ensure that each excavated pit/existing service to verified by the Employers Agent before closing up and Clause 7.5.1 of the GCC 2015 applies in this regard. Rates to include PS A 5.4.1.

The quantities for payment will only measured once for confirming the existing services. Once is has been exposed and located, it is regarded as a known service. All subsequent activities are regarded as a Contractor’s risk event and is deemed included in the rates tendered for excavation under SANS 1200 DM and DB and as amended in the project specification.

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

Substitute A 8.8.5 with the following:

The sum shall cover all costs incurred to locate, record and protect pegs during the duration of the contract and the reinstatement of all disturbed pegs on completion of the contract in the manner prescribed by the Land Survey Act.

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

PS A 8.8.7 Dealing with Water

- a) **Dealing with subsurface water** Unit : Sum
- b) **Dealing with surface water**..... Unit : Sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all construction equipment and materials required to deal with any water anywhere on the Site as required in terms of Subclause 5.1.3 of SANS 1200 D and Subclause 5.1.2 of SANS DB. No additional payment will be made for “Special water hazards”.

The sum shall cover the cost of providing the necessary construction equipment or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Equal monthly payments will be made calculated by dividing the sum tendered for the item by the tendered contract period in months. The sum of the equal monthly payments shall not exceed the sum tendered for this item, except where an extension of the contract period is approved by the Employer’s Agent in which case the monthly payments will be made pro-rata to the extension of time only if dealing with water is required.

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

PS A 8.9 Application and obtaining wayleaves (time required to be included in contractual programme).....Unit: Sum

The tendered sum shall include full compensation to the Contractor for all the costs involved in obtaining the way leave as specified in the Scope of Works.

The time required for obtaining way leaves from all authorities and effected parties, including (but not limited to) DFA, Neotel, Telkom, Eskom, MTN, local authority etc shall be included in the programme of the works and no construction activities shall commence before the way leaves has been obtained by the Contractor and approved by the Employer’s Agent.

The Contractor will also have to apply for wayleaves from Transnet. The rate to include full compensation and all time required as described in the Scope of Works.

The location of all existing services indicated on the drawings are approximate and must be confirmed by the Contractor prior to construction and ordering of materials.

The Employers Agent must be informed timeously of all correspondence with all authorities and affected parties, with specific reference to the outcome and/or progress of said correspondence. Failure to timeously inform the Employers Agent will be for the Contractor account.

PS A 8.10 Complying with the Health and Safety Requirements.....Unit: Sum

The sum tendered shall include full compensation for all costs, of whatever nature, for complying with the Occupational Health and Safety Act 1993, Construction Regulations 2014, the Occupational Health and Safety Specification as described in C3.4 Part D.

This sum will be paid to the Contractor in equal monthly amounts over the construction period, subject to proper/substantial compliance.

Rate to include PS A 5.7.

PS A 8.12 Adhering to the Environmental Management Plan.....Unit: Sum

The amount tendered for this item shall allow for full compensation for all costs, of whatever nature, for adhering to the Environmental Management Plan, as set out and included in the Particular Specifications (Part C) of this document. Payment will be made in equal monthly amounts over the contract period.

PS A 8.13 Submission of as built.....Unit: Sum

Rate to include the following:

As built information to be submitted for all new infrastructure constructed, including roads, water, ducts, sewer, stormwater, cables etc. Contractor to submit the information in dwg format, hardcopies and excel spreadsheet. The X ; Y ; Z of each node, PI, change in direction of service, change in level of services, structure (manholes, catchpits etc) must be provided in the excel spreadsheet with each entry in seperate cell. All information issued by the Employer’s Agent (drawings, separate list or coordinates, e-mail and instructions) must surveyed by the Contractor and submitted as as-built information. This will also mean that the contractor must continuously survey the works and before services are closed up and backfilled.

[Signature box for Contractor]

Contractor

[Signature box for Witness for Contractor]

Witness for Contractor

[Signature box for Employer]

Employer

[Signature box for Witness for Employer]

Witness for Employer

SANS 1200 C: SITE CLEARANCE

C 3 MATERIAL

PS C 3.1 DISPOSAL OF MATERIAL

Add the following to C 3.1:

The Contractor shall obtain his own dumping site for the disposal of material and all transport costs shall be included in the rates tendered for site clearance. No overhaul is payable.

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

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

Substitute the last paragraph with the following:

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

PS C 5.2 CUTTING OF TREES

PS C 5.2.3 Preservation of trees

PS C 5.2.3.2 Individual trees

Substitute the last sentence of C 5.2.3.2 with the following:

Trees must be left standing and undamaged, except where ordered in writing by the Employer’s Agent.

PS C 5.3 CLEANING

Add the following to C 5.3:

The removal of existing fences will only be allowed on written approval of the Employer’s Agent. The Contractor shall on his own cost immediately repair any damage done to existing fences due to construction work, if the fences are not to be removed.

C 8 MEASUREMENT AND PAYMENT

C 8.2 SCHEDULED ITEMS

PS C 8.2.1 Clear and grub for: Unit: ha, m², m or km

The rate for clearing and grubbing area(s) designated by the Employer’s Agent shall cover the cost of removing debris, builder’s rubble, rubbish, vegetation, trees with girth up to 500mm, surface boulders and the like.

The rate shall include loading, cartage and disposal of material and debris incidental to the clearing and grubbing to a dumpsite located by the Contractor himself including any overhaul. Rate will be based on all relevant amendments in the project specifications.

PS C 8.2.17 Removal and spoil/stockpile of existing paving, concrete, culverts, brickwork, kerbs, landscaping, gabions, road signs etc. Unit: m or m² or m³ or No.

The rate shall cover the cost of all excavation, spoiling materials at the spoil site (refer to PS11) or stockpiling and safe keeping thereof on site for the duration of the contract, backfill and shaping of the site. A separate rate shall be quoted for the re-use of the materials stockpiled within 500 metres from the place of removal if ordered by the Employer’s Agent.

Contractor

Witness for Contractor

Employer

Witness for Employer

SANS 1200 D: EARTHWORKS

D 2 INTERPRETATIONS

PS D 2.3 DEFINITIONS

Add the following to D 2.3:

Sand (cohesionless and non-cohesive)

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

D 3 MATERIALS

D3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PS D3.1.1 Method of Classifying

Add the following to D3.1.1:

The classification of material other than “soft excavation” shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Employer’s Agent if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Employer’s Agent in good time shall entitle the Employer’s Agent to reclassify, at his discretion, such excavated material.

PS D3.1.2 Classes of Excavation

Substitute paragraphs D3.1.2b), d) and e) with the following:

No intermediate excavation shall be measured and paid for. Excavation in intermediate materials shall be classified/measured as excavation in soft materials.

D 3.3 SELECTION

PS D 3.3.1 General

Substitute the second paragraph of D 3.3.1 with the following:

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

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

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

D 5 CONSTRUCTION

D 5.1 PRECAUTIONS

PS D 5.1.1 Safety

PS D 5.1.1.1 Barricading and lighting

Substitute “Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)” with “Occupational Health and Safety Act, 1993 (Act 85 of 1993)”.

PS D 5.1.1.2 safe guarding of excavations

Substitute “Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)” with “Occupational Health and Safety Act, 1993 (Act 85 of 1993)”.

PS D 5.1.2 Existing Services

PS D 5.1.2.2 Detection, location and exposure

Contractor

Witness for Contractor

Employer

Witness for Employer

Add the following to D 5.1.2.2:

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

PS D 5.1.2.3 Protection Of Cables

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

PS D 5.1.2.4 Negligence

Substitute D 5.1.2.4 with the following:

Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

PS D 5.1.2.5 Works next to a service

The tenderer must make themselves aware of any restrictions with regards to working next to this service, the use of plant, access and safety. Allowance must be made for this in the program and tendered tariffs. The approximate position of this service is indicated on the services drawing.

PS D 5.1.3 Stormwater and groundwater

Add the following to D 5.1.3

The contractor's responsibility is to allow drainage of flows that can be handled by a 200mm wide trench. Where trenches cannot be self-drained, they should lead to a sump equipped with a 75mm air-driven pump the output of which is over 12l/s.

PS D 5.1.4 Nuisance

PS D 5.1.4.1 Dust nuisance

Add the following to D 5.1.4.1:

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

PS D 5.1.6 Road Traffic Control

Add the following to D 5.1.6:

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

Contractor

Witness for Contractor

Employer

Witness for Employer

All these road signs and –markings must be according to the latest South African Road Traffic Signs Manual.

D 5.2 METHODS AND PROCEDURES

D 5.2.1 Site Preparation

PS D 5.2.1.1 Clearing or Clearing and Stripping of Site

Delete subclause D 5.2.1.1b)

PS D 5.2.1.2 Conservation of topsoil

Add the following to D 5.2.1.2:

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

D 5.2.2 Excavation

PS D 5.2.2.1 Excavations for general earthworks and for structures

Add the following to D 5.2.2.1:

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

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

PS D 5.2.2.3 Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

The Contractor shall provide all the necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

No additional payment shall be made to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites and the costs thereof shall be deemed to be included in the tendered rates and prices for the applicable excavation items.

Suitable surplus material from excavations shall be utilised as fill material where filling is required of which the positions and levels are shown on the drawings, and should be placed, spread, shaped to the specified levels and compacted to 90% (100% for sand) of Mod AASHTO density, or other density as specified.

The Contractor will provide the Employer's Agent with all details and approvals for the spoil site at time of Commencement of the Contract.

PS D 5.2.2.4 Excavation by hand around existing services

Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 500 mm above and on both sides of pipes, as well as underneath the services.

D 5.2.3 Placing and Compaction

PS D 5.2.3.2 Backfilling of trenches and backfilling against structures

Add the following to D 5.2.3.2:

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

PS D 5.2.3.3 Backfilling of over-excavations

Where the Employer's Agent approved the backfilling of over-excavation with suitable material, the backfilling material must be compacted to the greater of 95% of the MAASHTO density or the density of the insitu material.

PS D 5.2.4.2 Top soiling

Add the following to D 5.2.4.2:

Topsoil shall be placed on the designated landscaping areas as per drawing where no paving is specified, or in areas where directed by the Employer's Agent.

D 5.2.5 Transport for Earthworks

PS D 5.2.5.2 Overhaul

Replace D 5.2.5.2 with the following:

The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall be made for the transportation of excavated materials.

D 8 MEASUREMENT AND PAYMENT

D 8.3 SCHEDULED ITEMS

PS D 8.3.2 a) Excavate in all material and use for embankment, backfill or dispose as directed...Unit: m³

Add the following after the item description:

All excavation of material classified under a) Soft excavation and b) Intermediate excavation under clause 1200D 3.1.2 will be paid for under payment item 1200D 8.3.2 a) as amended here. There will be no separate payment item scheduled for intermediate excavation, and it will be assumed that the rate tendered for 1200D 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified in 1200D.

Contractor

Witness for Contractor

Employer

Witness for Employer

SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)

DB 3 MATERIALS

PS DB 3.1 Materials: Classes of Excavation

Please add the following after the last paragraph:

Classification of excavation by mechanical means for measurement and payment shall either be soft excavation or hard rock excavation, notwithstanding the provisions of sub clause 3.1 of SANS 1200 D. Intermediate material shall be classified as soft material and will not be measured or paid for separately.

Please add the following after the last paragraph:

The definitions given for soft, intermediate and hard rock excavation under Clause 3.1.2(a), (b) and (c) of SANS 1200D respectively will not apply to those aspects of the trench excavation which must be undertaken by labour intensive methods in terms of the Project Specification, i.e. excavations for all pipelines. For hand excavation, the following classifications shall apply:

“Soft excavation” will be held to be any material which in the opinion of the Employer’s Agent can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

“Intermediate excavation” will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Employer’s Agent requires breaking by pneumatic or hydraulic means before removing the material from the excavation as soft material.

“Hard rock excavation” will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Employer’s Agent can most economically be broken up broken up by blasting before removing the material from the excavation as soft material. “

Please add the following after the last paragraph:

All excavation of material classified under a) Soft excavation and b) Intermediate excavation above will be paid for under payment item 1200DB 8.3.2 a). There will be no separate payment item scheduled for intermediate excavation and it will be assumed that the rate tendered for 1200DB 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified above.

PS DB 3.5 BACKFILL MATERIALS

Substitute DB 3.5 b) with the following:

All pipe trenches underneath the roadway and which are subject to loads from road traffic shall be backfilling with clean sand up to the subbase. The sand will be of at least G7 quality and the Contractor must provide tests results to the Employer’s Agent as prove thereof.

DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS

PS DB 3.6.1 Subbase and Base

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be stockpiled and used (imported from stockpile) in the reconstruction of the subbase layer. At least 50% of the quantities required for the subbase will be stockpiled and imported from the stockpile. Where applicable, new material complying with the requirements of SANS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SANS 1200 ME.

PSDB 3.7 Materials: Selection

Add the following:

Notwithstanding the above, in terms of which the Contractor has a choice regarding methods of selection, the Contractor must use selective methods of excavation. The Contractor shall selectively remove and separate the suitable material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Employer’s Agent.

Contractor

Witness for Contractor

Employer

Witness for Employer

Material which, in terms of Sub-clause 6.2 of SANS 1200 D or SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and, if so ordered by the Employer's Agent, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

DB 4 PLANT

PS DB 4.1 EXCAVATION EQUIPMENT

Add the following to DB 4.1:

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

PSDB 4.2 Plant: Control of Water

Add the following:

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

DB 5 CONSTRUCTION

PS DB 5.4 EXCAVATION

Add the following to DB 5.4:

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

Substitute "from trench excavations" in the first paragraph of 5.6.2 with "from trench excavations, channel excavations and/or any other excavations on site.

DB 5.6 BACKFILLING

PS DB 5.6.2 Material for Backfilling

Substitute the last paragraph of DB 5.6.2 with the following:

The provisions of PS DB 3.5 b) shall apply mutatis mutandis.

PS DB 5.6.3 Disposal of Soft Excavation Material

Replace:

"of along the trench servitude within the freehaul distance from the source of such excavation material"

with the following:

"at a dump site of the Contractors choice".

Further, the rate is to include for Clause PS D 5.2.5.2.

DB 5.7 COMPACTION

PS DB 5.7.1 Areas not Subject to Traffic Loads

Add the following to DB 5.7.1:

Compaction in areas not underneath roadways will be compacted sufficiently as to ensure that no differential settlement will occur. Sand will be compacted to 100% MOD AASTHO.

PS DB 5.7.2 Areas Subject to Traffic Loads

Add the following to DB 5.7.2:

Only trenches underneath roadways will be regarded as areas subject to traffic loads. Pipe trenches in a road reserve is not necessarily regarded as areas subject to traffic loads. If the Employer's Agent specifically instructs the Contractor (in terms of the GCC 2015) to regard these areas as areas subject to traffic loads, only then will it be regarded as areas subject to traffic loads.

Contractor

Witness for Contractor

Employer

Witness for Employer

The onus is on the contractor to prove to the Employer's Agent that sufficient compaction was obtained on insitu soil preparation after excavation and material backfilled in the respective layers. The frequencies of control testing will not exceed 40m in the case of a continues pipe run or a minimum of two positions between manholes constructed for stormwater- and sewer services. At each position compaction readings must be taken on the insitu material prepared after excavation, the bedding (imported), the blanket (imported) and the main fill (backfilled). The costs of these tests shall be deemed included in the relevant rates for construction of such items.

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

DB 5.9 REINSTATEMENT OF SURFACE

PS DB 5.9.4 Bitumen Roads: Subbase and Base

Add the following to DB 5.9.4:

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

PS DB 5.9.5.1 Bitumen Roads: Surfacing

Add the following to DB 5.9.5.1:

The thickness of the asphalt shall be 40 mm except if specified otherwise. Compaction of the asphalt wearing course will comply with B4210 of the project specifications.

DB 8 MEASUREMENT AND PAYMENT

PS DB 8.1 BASIC PRINCIPLES

Add the following to DB 8.1.2 c):

Ground levels within road reserves shall be regarded as the final road level and the finished levels of the sidewalks.

DB 8.2 COMPUTATION OF QUANTITIES

PS DB 8.2.4 Shoring

Add the following to DB 8.2.4:

Excavations must be shored in accordance with the applicable regulations and acts if the ground conditions require shoring. The Contractor must acquaint himself with the requirements of the applicable regulations and acts regarding shoring, as well as the ground conditions. No payment will be made in respect of this and all costs will be deemed as covered by the rate of the excavation, unless measured specifically.

DB 8.3 SCHEDULED ITEMS

PS DB 8.3.2 Excavation

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

In 8.3.2 replace "within freehaul distance" with "at spoil site provided by the Contractor or municipal dump site".

The rate will include PS DB 3.1, PS DB 3.6.1, PS DB 4.1, PS DB 5.4, PS DB 5.6.2, PS DB 5.6.3, PS DB 5.7.1, PS DB 8.2.4, PS DB 8.3.3.4, PS DB 8.3.4 and all other relevant amendments in the project specifications. No excavations within roadways will be allowed to be left opened over non-working days/times.

No boulder excavation will be measured separately. Should boulders be present in trench excavations, the Contractor will break the boulders with pneumatic tools and measurement will be under "hard rock material". Therefore, for trench excavations, boulders will be classified/measured as "hard rock material".

Intermediate material will be classified/measured as "soft material" and this is deemed included in the rate tendered.

Where excavations are measured for ducts and subsurface drains, in addition to above, the dimensions for excavations are as specified in the bill of quantities and/or as shown on the drawings.

Add the following after the last paragraph under subclause (a):

"The rates for excavation of trenches shall also cover the costs of battering trench sides or providing shoring to trenches as deemed necessary by Contractor in light of his obligations under the Occupational Health and Safety Act.

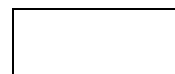
Where battering of trench side slopes is chosen in lieu of shoring, the rate shall also cover any additional protection of services, replacement of erf pegs or any other additional cost resulting from battering the side slopes.



Contractor



Witness for Contractor



Employer



Witness for Employer

The depth of excavation in street reserves shall be measured from the final finished level. In cases where services lay parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

The rate for excavation for subsurface drains shall cover the cost of excavation and spoil of surplus material as described in D5.2.2.3.

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

DB 8.3.3 Excavation Ancillaries

PS DB 8.3.3.1 Make up deficiency in backfill material Unit: m³

Add the following to DB 8.3.3.1 (c):

The material from a commercial source will be at least the quality specified in clause PS DB 3.5 and will only be done upon receiving written instruction from the Employer's Agent or in areas of traffic loads. Rate will include PS DB 4.1 and all relevant amendments in the project specifications.

Quantities will be calculated and measured in terms of the minimum trench widths and in accordance with PS DB 4.1 and DB 5.2 and the Contractor is deemed to allow for any additional widths and side slopes in the rate tendered.

PS DB 8.3.3.3 Compaction in road reserve Unit: m³

Substitute the heading of DB 8.3.3.3 with the following:

PS DB 8.3.3.3 Compaction under road surfaces

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket and will only be measured for areas under road surfaces. Rate will include all relevant amendments in the project specifications. Rate to include PS DB 5.7.2.

PS DB 8.3.3.4 Overhaul

Replace DB 8.3.3.4 with the following:

The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall be made for the transportation of excavated materials.

PS DB 8.3.4 Particular Items

PS DB 8.3.4 (a) Shore trench opposite structure or service

Replace the heading of this sub-item with the following:

"PS DB 8.3.4 (a) Shore trench opposite structure or service or in unsuitable excavated materials for depths:"

Add the following after the last sentence:

"The rate shall cover the cost of shoring from ground level up to the full depth required. Shoring will be done as per approved methods which includes timber sheeting, struts etc. A method statement must be submitted to the Employer's Agent for approval prior to execution of the works".

PS DB 8.3.5 Existing Services that Intersect or Adjoin a Pipe Trench

Rate to be based on DB 8.3.5 in its entirety, except clause DB 8.3.5 (ii) to be replaced with the following:

Protection and maintenance must be to the satisfaction of the Employer's Agent and the Contractor may be instructed to remedy, at the discretion of the Employer's Agent, should it be found that the works are at risk. Any remedial work will be for the Contractors account. All services must at all times, or reasonably as determined by the Employer's Agent, operate/function as intended. Should a service fail, due to improper protection and maintenance of the existing services (whether the Employer's Agent has approved the method and/or protection or not), a penalty will be imposed for the Contractors account, to the amount of R 10 000 per transgression/failure, in addition to all subsequent damage (if any) and any emergency remedial works required. Rate to include all necessary shoring in terms of PS DB 8.3.4, if required.

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

Add the following to DB 8.3.5 a):

Contractor

Witness for Contractor

Employer

Witness for Employer

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

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the Employer's Agent before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Employer's Agent.
- iii) If such a service is removed, it has to be replaced as per original.
- iv) Above as described in PS DB 8.3.5.

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

Add the following to DB 8.3.5b):

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

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

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

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

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

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

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

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the Employer's Agent before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Employer's Agent.
- iii) If such a service is removed, it has to be replaced as per original.
- iv) Above as described in PS DB 8.3.5.

Replace the last phrase "measured for shoring" with the words "protected by shoring". The rate for this item shall cover the cost of any necessary shoring. Where shoring is incorporated into the works, the services will still be measured as an adjoining service in accordance with the above (risks, liabilities and dimensions).

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SANS 1200 LB : BEDDING (PIPES)

LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIAL

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 19 mm sieve and not more than 5 % passing a 0,075 mm sieve.

In waterlogged conditions a bedding cradle of the thickness as specified in writing by the Employer's Agent, comprising 19 mm single stone complying with the grading requirements of SANS 1083 shall be used.

PS LB 3.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply mutatis mutandis.

PS LB 3.3 BEDDING

Add the following to LB 3.3:

HDPE pipes shall be classified as flexible pipes.

PS LB 3.4 SELECTION

PS LB 3.4.1 Suitable Material Available from Trench Excavation

Substitute the first sentence of LB 3.4.1 with the following:

Irrespective the requirements of subclause 3.7 of SANS 1200 DB and subclause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline.

PS LB 3.5 POLYETHYLENE WARNING TAPE

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

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

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

The cost to supply, handle and place the tape must be allowed for throughout the rates under the relevant items and no additional payment will be made.

LB 5 CONSTRUCTION

LB 5.1 GENERAL

PS LB 5.1.4 Compacting

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

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 Supply of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

Payment for bedding material and selected fill material is only made if the selected trench-excavation material cannot be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

Rate will include all relevant amendments in the project specifications.

PS LB 8.1.3 Volume of Bedding Materials

Add the following to LB 8.1.3:

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c) The volume of the pipe will be deducted when the volume of the bedding material are calculated.

PS LB 8.1.4 Separate Items for Cradle and Blanket

Substitute LB 8.1.4 with the following:

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

PS LB 8.1.5 Disposal of displaced material

Substitute LB 8.1.5 with the following:

Material displaced by the pipeline and by imported material from sources other than trench excavations, shall be disposed of at an approved site furnished by the Contractor. No haulage is payable for such material.

PS LB 8.2.2.3 Supply of bedding by Importation from Commercial Sources Unit: m³

Add the following to LB 8.2.2.3:

Rate tendered for (a) - (b) to include PS LB 3.1, PS LB 3.2, PS LB 3.3, PS LB 3.4, PS LB 5.1.4, PS LB 8.1.3 and PS LB 8.1.4.

Add the following to LB 8.2.2.3 (d):

Bedding for adverse soil conditions

Payment will be made if bedding is used on writing order of the Employer's Agent and the material comply with provisions of PS LB 3.1.

Rate will include all relevant amendments in the project specifications.

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Contractor**

Employer

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SANS 1200 LE : STORMWATER DRAINAGE

LE 3 MATERIALS

LE 3.1 CULVERT UNITS AND PIPES

PS LE 3.1d) Skewed Ends

Substitute LE 3.1(d) with the following:

Where pipe culverts are to be constructed with a skew angle of more than 20°, the skew ends shall be cut on site.

LE 3.4 MANHOLES, CATCHPITS AND ACCESSORIES

PS LE 3.4.3 Manhole Covers, Grid Inlets, Etc.

Add the following to LE 3.4.3:

Covers and frames shall be heavy duty ductile iron with hinged covers in compliance with EN 124-D400. The hinge of the lid must be positioned on the side of the approaching traffic in the lane, or at right angles to the direction of the flow.

PS LE 3.4.4 Step Irons

Substitute LE 3.4.4 with the following:

Step irons shall be installed in all manholes deeper than 1,2 m. Step irons shall consist of polypropylene coated 12 mm high tensile steel, such as Calcamite or similar. The installation of the step irons shall be in accordance with the specification of the manufacturer.

PS LE 3.6 GEOFABRIC BLANKET

Substitute LE 3.6 with the following:

PS LE 3.6 MATERIALS FOR SUBSURFACE DRAINS

- a) **Pipes:** Perforated or slotted uPVC pipes (normal duty) shall, before perforations or slots are provided, comply with the requirements of SANS 791.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter \pm 1,5 mm and the number of perforations per metre shall be not less than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations shall be spaced in two rows for 100 mm pipes. The centre-lines of all perforations shall be contained within an arc of between 100° and 160°.

Slotted pipes shall have a slot width of 8 mm \pm 1,5 mm. The arrangement of slots shall be subject to the Employer's Agent's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be unperforated uPVC pipes of the type specified above, or concrete pipes complying with the requirements of SANS 677.

- b) **Geotextile:** A Kaymat U14 or similar geomembrane shall be used;
- c) **Aggregate:** The nominal size shall be 19 mm and the aggregate shall comply with the requirements of SANS 1083 for concrete aggregate;
- d) **Filter sand:** Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15 : 0,2 mm to 0,4 mm
D85 : 1,2 mm to 4,7 mm

LE 5 CONSTRUCTION

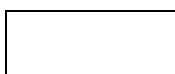
LE 5.1 TRENCH BOTTOM

PS LE 5.1.3 Unsuitable Founding Conditions

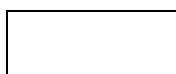
Substitute "90 % of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

LE 5.2 BEDDING AND LAYING

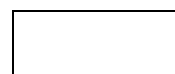
PS LE 5.2.2 Pipe Culverts



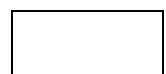
Contractor



Witness for Contractor



Employer



Witness for Employer

Add the following to LE 5.2.2:

All pipes shall be laid on a Class B bedding, as specified in SANS 1200 LB.

Substitute "Ogee type pipes need not be wrapped but shall be laid with the spigot ends pointing downstream" with " Ogee type pipes shall be wrapped with 400 mm wide suitable geotextile (grade 1) with 300 mm overlap held with plastic straps".

PS LE 5.2.4 Pipes With Open Joints Laid With Geofabric Filter Wrapping

Substitute LE 5.2.4 with the following:

Pipes shall not be laid with open joints.

LE 5.5 CATCHPITS, MANHOLES, INLETS, AND OUTLET STRUCTURES

PS LE 5.5.1 General

Add the following to LE 5.5.1:

The following final cover levels will apply unless otherwise shown on the drawings:

- In streets and paved areas : same level as paved area.
- On side walks, lawns and garden areas : 20 mm above the final ground level.
- In midblock sewers : 50 mm above ground level.
- In the veld : 100 mm above natural ground level.

LE 7 TESTING FOR LEAKAGE

PS LE 7.1 Replace LE 7.1 with the following:

All infrastructure (pipes, joints, sockets, manholes etc) must be sealed closed in accordance with the relevant standard – and project specifications. All newly constructed stormwater pipes will be inspected by means of CCTV camera inspection as specified in PS L 8.2.18.

LE 8 MEASUREMENT AND PAYMENT

LE 8.2 SCHEDULED ITEMS

PS LE 8.2.1 Supply And Lay Concrete Pipe Culverts Unit: m

Add the following to LE 8.2.1:

The provisions of LE 8.2.1 shall apply mutatis mutandis to uPVC pipes. The rate shall include PS LE 7.1 and the wrapping of the joints as specified. Rate will be based on all relevant amendments in the project specifications.

PS LE 8.2.4 Extra-over Items PS LE 8.2.1 and LE 8.2.2 For Cutting End Units For Culverts On Site....Unit: No

Add the following to LE 8.2.4:

Payment shall be made only for skew cuts greater than 20° at manholes, kerb inlets and inlet and outlet structures.

PS LE 8.2.8 Supply and Install Manholes, Catchpits, and the Like Unit: No

Substitute LE 8.2.8 with the following:

The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings.

The rate shall cover the cost of excavating and backfilling with G7 material, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to manholes, catchpits, etc. and of building pipes into the walls of such structures, but not for the cutting of skewed ends.

Rate to include PS LE 3.4.3, PS LE 3.4.4, PS LE 5.5.1 and all relevant amendments in the project specifications.

Add the following to LE 8.2.8

d) Headwalls:

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings. The rate shall cover the cost of excavating and backfilling with approved selected material from site borrow pits, stockpile or commercial sources, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to the headwall, building pipes into the walls of such structures and for the cutting of skewed and straight ends.

PS LE 8.2.14 Supply and Install Subsurface Drains According To Drawings Unit : m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

PS LE 8.2.15 Connecting Subsurface Drains to Manholes, Kerb Inlets, Etc Unit : No

The number is the number of subsurface drain pipes built in at manholes or kerb inlets.

The rate shall cover the cost of all labour, plant and materials necessary to connect the subsurface drain to manholes and/or kerb inlets, and making the structure watertight, all as shown on the drawings.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Part C: Site Information

C4.1 THE PROJECT CONSISTS OF 4 SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

The coordinates of the sites are as follow:

- Bergsig Culvert - 29°39'0.70"S, 17°51'52.34" E
- Buffels River Drift - 29°40'21.17"S, 17°36'16.38" E
- Buffels River Culvert - 29°41'13.21"S, 17°35'54.83" E
- Kleinsee Culvert - 29°40'18.61"S, 17°4'3.80" E
-

C4.2 SUBSOIL INVESTIGATIONS

Tenders will familiarise themselves with the soil and subsoil conditions during the compulsory tender meeting at the proposed construction sites. The rates tendered are deemed to be based on the Contractors own inspection, investigations and site visits and Clause 2.1 of the GCC 2015 (3rd Edition) is applicable in this regard

Contractor

Witness for Contractor

Employer

Witness for Employer

Annexure A – Bill of Quantities

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS 1200 A	SECTION 1: PRELIMINARY AND GENERAL				
A1	SANS 1200 A	PRELIMINARY AND GENERAL				
		Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 as amended in the Project Specifications.				
	PS A 8.3	Scheduled Fixed-charge and Value-related Items				
A1.1	PS A 8.3.1	Fixed preliminary and general charges	Sum	1.00		
A1.2	PS A 8.3.2	Value related preliminary and general charges				
A1.2.1		a) Offices and storage sheds	Sum	1.00		
A1.2.2		b) Workshops	Sum	1.00		
A1.2.3		d) Living accommodation	Sum	1.00		
A1.2.4		e) Ablution and latrine facilities	Sum	1.00		
A1.2.5		f) Tools and equipment	Sum	1.00		
A1.2.6		g) Water supplies, electric power and communications	Sum	1.00		
A1.2.7		h) Dealing with water	Sum	1.00		
A1.2.8		i) Access	Sum	1.00		
A1.2.9		j) Other Fixed-charge Obligations (specify)	Sum	1.00		
	PS A 8.4	Scheduled Time-related Items				
A1.3	PS A 8.4.1	Time related preliminary and general charges	Sum	1.00		
A1.4	PS A 8.4.8	Standing time costs				
A1.4.1		a) Plant	Day	10.00		Rate Only
A1.4.2		b) Labour	Day	10.00		Rate Only
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
A1.4.3		c) Other resources (to be specified by the contractor).....	Day	10.00		
A1.5	PS A 8.6	Prime Cost Sums Additional testing of materials required by Engineer				
A1.5.1		a) Cost of testing (provisional sum of R80 000)	Prov Sum	1.00		
A1.5.2		b) Charged required by Contractor on item a) above	%	0		
A1.6	PS A 8.7	Dayworks Construction Equipment (including overheads, fuel, operator's costs, charges and profit)				
A1.6.1		a) 30t Excavator	h	16.00		Rate Only
A1.6.2		b) Water truck up to 12kl	h	16.00		Rate Only
A1.6.3		c) Hydraulic excavator (backacter), more than 60kW with bucket at least 500mm wide	h	16.00		Rate Only
A1.6.4		d)Tipper truck, more than 5m ³ capacity	h	16.00		Rate Only
A1.6.5		e) Flatbed truck equipped with hydraulic crane of more than 2t capacity	h	16.00		Rate Only
A1.6.6		f) Vibrating roller more than 80kW and 10t mass	h	16.00		Rate Only
A1.6.7		g) Compressor up to 10m ³ /min	h	16.00		Rate Only
A1.6.8		h) Concrete mixer over 400l capacity	h	16.00		Rate Only
A1.6.9		i) Water pump up to 180 l/min capacity	h	16.00		Rate Only
		Labour				
A1.6.10		a) Unskilled	h	16.00		Rate Only
A1.6.11		b) Semi-skilled	h	16.00		Rate Only
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
A1.6.12		c) Skilled	h	16.00		Rate Only
A1.6.13		d) Artisan	h	16.00		Rate Only
A1.6.14		e) Foreman	h	16.00		Rate Only
A1.6.15		f) Surveyor	h	16.00		Rate Only
	PS A 8.8	Temporary Works				
A1.7	PS A 8.8.2.1	Dealing with Traffic (or accommodation of traffic)	Sum	1.00		
	PS A 8.8.4	Location and Protection of Existing Services				
A1.9	PS A 8.8.4.1	Provision of specialist detection equipment for:				
A1.9.1		a) water, sewer and stormwater pipes	h	20.00		
A1.9.2		b) electrical services	h	16.00		
A1.9.3		c) Telkom, DFA and other data and telecom cables	h	8.00		
A1.10	PS A 8.8.4.2	Excavation by hand in all material to expose existing services	m ³	150.00		
A1.11	PS A 8.8.5	Cost of Survey in Terms of the Land Survey Act	Sum	1.00		
A1.12	PS A 8.8.7	Dealing with water				
A1.12.1		a) Dealing with subsurface water	Sum	1.00		
A1.12.2		b) Dealing with surface water	Sum	1.00		
A1.13	PS A 8.9	Application and obtaining wayleaves (time required to be included in contractual programme)	Sum	1.00		
A1.14	PS A 8.10	Complying with the Health and Safety Requirements	Sum	1.00		
A1.15	PS A 8.13	Submission of as built	Sum	1.00		
A1.16	PS A 8.11	Contract Board	Sum	1.00		
A1.17	PS A 8.12	Adhering to the Environmental Management Plan	Sum	1.00		
TOTAL CARRIED FORWARD TO SUMMARY						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 2: BERGSIG CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 2: BERGSIG CULVERT				
		SITE CLEARANCE				
B1.1	PS C 8.2.1	Clear and grub for:				
B1.1.1		a) Works area	m ²	240.00		
B1.2		Removal of existing walls, kerbs, etc.				
B1.2.1	PS C 8.2.14	Break up & discard existing concrete slabs to the following depths by means of mechanical breaking (up to 250mm depth)	m ³	3.00		
B1.2.2		Break up & discard existing concrete bases, head and wingwalls by means of mechanical breaking (up to 250mm depth/width)	m ³	8.00		
B1.2.3		Remove and spoil existing culverts 1200mm x 900mm	No	9.00		
	SABS 1200 D	EARTHWORKS BULK EXCAVATIONS				
B2	8.3.3	Restricted excavations				
B2.1		Excavate in all materials (existing gravel layer) and stockpile for reuse	m ³	10.00		
B2.2		Excavate in all materials and stockpile for reuse	m ³	180.00		
B2.2		Backfill from stockpile in layers not exceeding 150mm thick compacted to 98% MOD AASHTO	m ³	160.00		
B2.3		Cut to spoil from stockpile to licensed dumping site	m ³	20.00		
B2.4	8.3.4	Import of G7 filling material from commercial sources compacted to 95% MOD AASHTO/ 100% for sand	m ³	10.00		
	SABS 1200ME	SUBBASE FOR RC SLAB				
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 2: BERGSIG CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B3		Construct the subbase course with material from commercial sources				
B3.1	8.3.3	Graded chrushed rock from commercial sources (max 75mm size) in a layer not exceeding 500mm	m ³	32.00		
B4	SABS 1200LE	Supply and install manholes, catchpits, headwalls, outlets				
B4.1	8.2.3	(b) Without precast invert slabs 1500 x 600 rectangular culverts, class 75S	No	10.00		
B4.2	8.2.6	Concrete backfill to bottom of trench: 75mm thick blinding layer (Class20/ 19mm stone)	m ³	5.00		
B4.3	8.2.6	Concrete backfill to rectangular culverts: Class 20/14 with high slump	m ³	4.00		
	SABS 1200 G	CONCRETE (STRUCTURAL)				
B5		Formwork				
B5.1	8.2.3	Special smooth, repaired and rubbed	m ²	42.00		
B5.2	8.3.1	High-tensile steel bars				
B5.2.1		Y10	t	1.00		
B5.2.2		Y12	t	0.00		
B5.2.3		Y16	t	0.00		
B5.2.4		Ref 617 mesh	m ²	50.00		
B5.3	8.4.3	Concrete				
B5.3.1		250mm thick RC slab 25MPa/ 19mm concrete	m ³	7.00		
B5.3.2		250mm thick RC head & wing wall 30 MPa/ 19mm concrete	m ³	1.00		
B5.3.3		250mm thick RC base 25 MPa/ 19mm concrete	m ³	11.00		
B5.4	8.4.4	Unformed surface finishes				
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 2: BERGSIG CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B5.4.1		a) Wood-floated finish for headwall apron	m ²	12.00		
B5.5		Joints				
B5.5.1		4mm wide sawcut joint, 40mm deep with backing-chord and Sikaflex Pro 3i Joint sealant	m	25.00		
B5.5.2		10mm Jointer former (Jointex or similar approved)	m	3.00		
B5.5.3		10 x 10mm Silicone sealant	m	3.00		
B5.5.4		Sealing of lifting holes	No	20.00		
STONE PITCHING						
B6.1	51.01	Grouted stone pitching on a concrete bed with a total thickness of	m ²	10.00		
GABIONS						
B7.1	52.02	Surface preparation for bedding the gabions	m ²	75.00		
B7.2	52.03	a) Galvanized gabion boxes: 1m x 1m x 0.5m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	5.00		
P7.3	52.03	a) Galvanized gabion boxes: 1m x 1m x 1m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	34.00		
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 2: BERGSIG CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B7.4	52.04	a) Galvanized gabion boxes: 1m x 3.0m x 0.3m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	7.00		
B7.5	52.04	Filter fabric A2 bidem or similar approved	m ²	75.00		
GUARDRAILS						
B8	54.01	Guardrails on timber posts				
B8.1		Galvanized Guardrails on timber posts: The unit of measurement shall be the meter of guardrail as erected, excluding end treatments. The rate shall include full compaction for furnishing all materials and labour and for erecting and painting and galvanizing the guardrails, complete with post, spacer blocks, bolts, nuts, washers and reinforcing plates, and excavating holes in all classes of material and backfilling the post holes and removing any surplus excavated material.	m	10.00		
	54.04	End Treatments				
B8.2		b) Bull nose	m	3.00		
B8.3		c) Bridge adaptors - Guardrail sleeve (200mm diameter) including a 20mm hole for guardrail bolt. Sleeve to be cast into cover slab over culvert structure.	No	6.00		
TOTAL CARRIED FORWARD TO SUMMARY						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 3: BUFFELS RIVER DRIFT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 3: BUFFELS RIVER DRIFT				
		SITE CLEARANCE				
C1.1	PS C 8.2.1	Clear and grub for:				
C1.1.1		a) Works area	m ²	525.00		
	SABS 1200 D	EARTHWORKS BULK EXCAVATIONS				
C2	8.3.3	Restricted excavations				
C2.1		Excavate in all materials and stockpile for reuse	m ³	350.00		
C2.2		Backfill from stockpile in layers not exceeding 150mm thick compacted to 98% MOD AASHTO	m ³	125.00		
C2.3		Cut to spoil from stockpile to licensed dumping site	m ³	225.00		
C2.4	8.3.4	Import of G7 filling material from commercial sources compacted to 95% MOD AASHTO/ 100% for sand	m ³	45.00		
	SABS 1200ME	SUBBASE FOR RC SLAB				
C3		Construct the subbase course with material from commercial sources				
C3.1	8.3.3	150mm thick layer of G5 material compacted to 95% MDD	m ³	30.00		
C4		PREPARATION OF EXISTING SURFACE				
C4.1		Scabble the relevant surface to ensure a rough finish throughout. An acceptable degree of scabbling is achieved once the stone aggregate in the existing concrete is exposed.	m ²	20.00		
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 3: BUFFELS RIVER DRIFT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
C4.2		Place Y10 dowels horizontally 100mm deep into the existing surface bed using Sikadur 32 epoxy in accordance with the methodology outlined by sika. Place the dowels at 600mm centres as shown.	No	225.00		
	SABS 1200 G	CONCRETE (STRUCTURAL)				
C5.1		Formwork				
C5.1.1	8.2.1	Rough	m ²	85.00		
C5.1.2	8.2.3	Special smooth, repaired and rubbed	m ²	25.00		
C5.2	8.3.1	High-tensile steel bars				
C5.2.1		Y10	t	1.00		
C5.2.2		Y12	t	0.00		
C5.2.3		Ref 395 mesh	m ²	200.00		
C5.3	8.4.3	Concrete				
C5.3.1		125mm thick RC slab 30MPa/ 19mm concrete	m ³	50.00		
C5.3.2		250mm x 250mm RC columns of 30 MPa/ 19mm concrete	m ³	1.00		
C5.4	8.4.4	Unformed surface finishes				
C5.4.1		a) Wood-floated finish for widenings	m ²	215.00		
C5.5		Joints				
C5.5.1		5mm wide sawcut joint, 40mm deep with backing-chord and Sikaflex Pro 3i Joint sealant	m	210.00		
		STONE PITCHING				
C6.1	51.01	Grouted stone pithcing on a concrete bed with a total thickness of	m ²	15.00		
		GABIONS				
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 3: BUFFELS RIVER DRIFT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
C7.1	52.02	Surface preparation for bedding the gabions	m ²	420.00		
C7.2	52.03	a) Galvanized gabion boxes: 1m x 1m x 1m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	134.00		
C7.3	52.04	a) Galvanized gabion boxes: 1m x 3.0m x 0.3m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	40.00		
C7.4	52.04	Filter fabric A2 bidem or similar approved	m ²	420.00		
TOTAL CARRIED FORWARD TO SUMMARY						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 4: BUFFELS RIVER CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 4: BUFFELS RIVER CULVERT				
		SITE CLEARANCE				
D1.1	PS C 8.2.1	Clear and grub for:				
D1.1.1		a) Works area	m ²	2 270.00		
D1.2		Removal of existing walls, kerbs, etc.				
D1.2.1	PS C 8.2.14	Break up & discard existing concrete slabs to the following depths by means of mechanical breaking (up to 250mm depth)	m ³	19.00		
D1.2.2		Break up & discard existing concrete bases, head and wingwalls by means of mechanical breaking (up to 250mm depth/ width)	m ³	40.00		
D1.2.3		Remove and stockpile existing culverts 1200mm x 900mm	No	17.00		
D1.2.4		Remove and spoil existing culverts 1200mm x 900mm	No	7.00		
	SABS 1200 D	EARTHWORKS BULK EXCAVATIONS				
D2	8.3.3	Restricted excavations				
D2.1		Excavate in all materials (existing gravel layer) and stockpile for reuse	m ³	70.00		
D2.2		Excavate in all materials and stockpile for reuse	m ³	1 130.00		
D2.3		Excavate in all materials and stockpile rock with a maximum size of 100mm to reuse in gabions	m ³	170.00		
D2.4		Backfill from stockpile in layers not exceeding 150mm thick compacted to 98% MOD AASHTO	m ³	515.00		
D2.5		Cut to spoil from stockpile to licensed dumping site	m ³	450.00		
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 4: BUFFELS RIVER CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D2.6	8.3.4	Import of G7 filling material from commercial sources compacted to 95% MOD AASHTO/ 100% for sand	m ³	50.00		
	SABS 1200ME	SUBBASE FOR RC SLAB				
D3		Construct the subbase course with material from commercial sources				
D3.1	8.3.3	Graded crushed rock from commercial sources (max 75mm size) in a layer not exceeding 500mm	m ³	240.00		
D4	SABS 1200LE	Supply and install manholes, catchpits, headwalls, outlets				
D4.1	8.2.3	(b) Without precast invert slabs 1200 x 900 rectangular culverts, class 75S (from stockpile)	No	17.00		
D4.2		(b) Without precast invert slabs 1200 x 900 rectangular culverts, class 75S	No	43.00		
D4.2	8.2.6	Concrete backfill to bottom of trench: 75mm thick blinding layer (Class20/ 19mm stone)	m ³	18.00		
D4.3	8.2.6	Concrete backfill to rectangular culverts: Class 20/14 with high slump	m ³	20.00		
	SABS 1200 G	CONCRETE (STRUCTURAL)				
D5		Formwork				
D5.1	8.2.3	Special smooth, repaired and rubbed	m ²	130.00		
D5.2	8.3.1	High-tensile steel bars				
D5.2.1		Y10	t	5.00		
D5.2.2		Y12	t	3.00		
D5.2.3		Y16	t	2.00		
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 4: BUFFELS RIVER CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D5.2.4		Ref 617 mesh	m ²	122.00		
D5.3	8.4.3	Concrete				
D5.3.1		250mm thick RC slab 25MPa/ 19mm concrete	m ³	32.00		
D5.3.2		250mm thick RC head & wing wall 30 MPa/ 19mm concrete	m ³	26.00		
D5.3.3		250mm thick RC base 25 MPa/ 19mm concrete	m ³	62.00		
D5.4	8.4.4	Unformed surface finishes				
D5.4.1		a) Wood-floated finish for headwall apron	m ²	80.00		
D5.5		Joints				
D5.5.1		4mm wide sawcut joint, 40mm deep with backing-chord and Sikaflex Pro 3i Joint sealant	m	90.00		
D5.5.2		10mm Jointex former (Jointex or similar approved)	m	20.00		
D5.5.3		10 x 10mm Silicone sealant	m	20.00		
D5.5.4		Sealing of lifting holes	No	120.00		
STONE PITCHING						
D6.1	51.01	Grouted stone pithcing on a concrete bed with a total thickness of	m ²	25.00		
GABIONS						
D7.1	52.02	Surface preparation for bedding the gabions	m ²	475.00		
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 4: BUFFELS RIVER CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D7.2	52.03	a) Galvanized gabion boxes: 1m x 1m x 0.5m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	5.00		
D7.3	52.03	a) Galvanized gabion boxes: 1m x 1m x 1m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres) - with material from stockpile	m ³	170.00		
D7.4	52.03	a) Galvanized gabion boxes: 1m x 1m x 1m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	100.00		
D7.5	52.03	a) Galvanized gabion boxes: 1m x 3.0m x 0.3m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	36.00		
D7.6	52.04	Filter fabric A2 bidem or similar approved	m ²	475.00		
		GUARDRAILS				
D8	54.01	Guardrails on timber posts				
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 4: BUFFELS RIVER CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D8.1		Galvanized Guardrails on timber posts: The unit of measurement shall be the meter of guardrail as erected, excluding end treatments. The rate shall include full compaction for furnishing all materials and labour and for erecting and painting and galvanizing the guardrails, complete with post, spacer blocks, bolts, nuts, washers and reinforcing plates, and excavating holes in all classes of material and backfilling the post holes and removing any surplus excavated material.	m	160.00		
	54.04	End Treatments				
D8.2		b) Bull nose	m	3.00		
D8.3		c) Bridge adaptors - Guardrail sleeve (200mm diameter) including a 20mm hole for guardrail bolt. Sleeve to be cast into cover slab over culvert structure.	No	18.00		
TOTAL CARRIED FORWARD TO SUMMARY						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 5: KLEINSEE CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 5: KLEINSEE CULVERT				
		SITE CLEARANCE				
E1.1	PS C 8.2.1	Clear and grub for:				
E1.1.1		a) Works area	m ²	18 000.00		
E1.2		Removal of existing walls, kerbs, etc.				
E1.2.1	PS C 8.2.14	Break up & discard existing concrete slabs to the following depths by means of mechanical breaking (up to 250mm depth)	m ³	30.00		
E1.2.2		Break up & discard existing concrete bases, head and wingwalls by means of mechanical breaking (up to 250mm depth/width)	m ³	50.00		
E1.2.3		Dismantle existing gabions and stockpile rock for re-use	m ³	500.00		
E1.2.4		Dismantle and spoil existing guardrails	m	100.00		
	SABS 1200 D	EARTHWORKS BULK EXCAVATIONS				
E2	8.3.3	Restricted excavations				
E2.1		Excavate in all materials (existing cobble material) and stockpile for use in gabions	m ³	1 335.00		
E2.2		Excavate in all materials and stockpile for reuse	m ³	5 085.00		
E2.2		Backfill from stockpile in layers not exceeding 150mm thick compacted to 98% MOD AASHTO	m ³	3 060.00		
E2.3		Cut to spoil from stockpile to licensed dumping site	m ³	20.00		
E2.4	8.3.4	Import of G7 filling material from commercial sources compacted to 95% MOD AASHTO/ 100% for sand behind gabions	m ³	2 025.00		
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 5: KLEINSEE CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
E2.5		Backfill from stockpile in layers not exceeding 150mm thick behind gabions compacted to 98% MOD AASHTO	m ³	2 025.00		
	SABS 1200ME	SUBBASE FOR RC SLAB				
E3		Construct the subbase course with material from commercial sources				
E3.1	8.3.3	Graded crushed rock from commercial sources (max 75mm size) in a layer not exceeding 500mm	m ³	555.00		
E4	SABS 1200LE	Supply and install manholes, catchpits, headwalls, outlets				
E4.1		(b) Without precast invert slabs 3000 x 2400 rectangular culverts, class 75S	No	51.00		
E4.2	8.2.6	Concrete backfill to bottom of trench: 75mm thick blinding layer (Class20/ 19mm stone)	m ³	42.00		
E4.3	8.2.6	Concrete backfill to rectangular culverts: Class 20/14 with high slump	m ³	65.00		
	SABS 1200 G	CONCRETE (STRUCTURAL)				
E5		Formwork				
E5.1	8.2.3	Special smooth, repaired and rubbed	m ²	120.00		
E5.2	8.3.1	High-tensile steel bars				
E5.2.1		Y10	t	2.00		
E5.2.2		Y12	t	3.00		
E5.2.3		Y16	t	4.00		
E5.2.4		Y20	t	1.00		
E5.2.5		Ref 617 mesh	m ²	260.00		
E5.3	8.4.3	Concrete				
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 5: KLEINSEE CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
E5.3.1		250mm thick RC slab 25MPa/ 19mm concrete	m ³	65.00		
E5.3.2		250mm thick RC head & wing wall 30 MPa/ 19mm concrete	m ³	25.00		
E5.3.3		400mm thick RC base 25 MPa/ 19mm concrete	m ³	145.00		
E5.4	8.4.4	Unformed surface finishes				
E5.4.1		a) Wood-floated finish for headwall apron	m ²	165.00		
E5.5		Joints				
E5.5.1		4mm wide sawcut joint, 40mm deep with backing-chord and Sikaflex Pro 3i Joint sealant	m	186.00		
E5.5.2		10mm Joint former (Jointex or similar approved)	m	30.00		
E5.5.3		10 x 10mm Silicone sealant	m	30.00		
E5.5.4		Sealing of lifting holes	No	102.00		
STONE PITCHING						
E6.1	51.01	Grouted stone pithcing on a concrete bed with a total thickness of	m ²	160.00		
GABIONS						
E7.1	52.02	Surface preparation for bedding the gabions	m ²	2 015.00		
E7.2	52.03	a) Galvanized gabion boxes: 1m x 1m x 0.5m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	90.00		
TOTAL CARRIED FORWARD						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION 5: KLEINSEE CULVERT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
E7.3	52.03	a) Galvanized gabion boxes: 1m x 1m x 1m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	1 200.00		
E7.4	52.04	a) Galvanized gabion boxes: 1m x 3.0m x 0.3m (constructed with hexagonal woven double twist type 80 mesh to SANS 1580 with 2,7 mm mesh wire and 3,4mm selvedge wire heavily GALFAN coated Class A to EN 10244-2 (Table 2) and coated with an extruded 0,5mm grey PVC layer to SANS 1580, complete with partitions at 1,0 m centres)	m ³	45.00		
E7.5	52.04	Filter fabric A2 bidem or similar approved	m ²	2 015.00		
GUARDRAILS						
E8	54.01	Guardrails on timber posts				
E8.1		Galvanized Guardrails on timber posts: The unit of measurement shall be the meter of guardrail as erected, excluding end treatments. The rate shall include full compaction for furnishing all materials and labour and for erecting and painting and galvanizing the guardrails, complete with post, spacer blocks, bolts, nuts, washers and reinforcing plates, and excavating holes in all classes of material and backfilling the post holes and removing any surplus excavated material.	m	300.00		
	54.04	End Treatments				
E8.2		b) Bull nose	m	6.00		
E8.3		c) Bridge adaptors - Guardrail sleeve (200mm diameter) including a 20mm hole for guardrail bolt. Sleeve to be cast into cover slab over culvert structure.	No	16.00		
TOTAL CARRIED FORWARD TO SUMMARY						

UDS 777: REPAIR OF FLOOD DAMAGE AT VARIOUS SITES WITHIN THE NAMA KHOI LOCAL MUNICIPAL AREA

SECTION	SUMMARY OF SECTIONS DESCRIPTION	AMOUNT R
1	SECTION 1: PRELIMINARY AND	
8	SECTION 2: BERGSIG CULVERT	
9	SECTION 3: BUFFELS RIVER DRIFT	
10	SECTION 4: BUFFELS RIVER CULVERT	
11	SECTION 5: KLEINSEE CULVERT	
	Sub-total	<hr/>
1	CONTINGENCIES (10%)	
	Sub-total	<hr/>
2	VAT (15%)	
TOTAL CAR	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES	<hr/> <hr/>

Annexure B – MBD Forms

The following MBD forms will form part of the contract and is attached to this Annexure:

- Tax Clearance Certificate Requirements (MBD 2)
- Declaration of Interest (MBD 4)
- Declaration For Procurement Above R10 Million (All Applicable Taxes Included) (MBD 5)
- Preference points claim form in terms of the preferential Procurement regulations 2011 (MBD 6.1)
- Declaration of Tenderers past supply chain practices (MBD 8)
- Certificate of Independent Bid determination (MBD 9)
- Proof of registration on CSD
- Authorisation for the deduction of outstanding amounts owed to the Nama Khoi local municipality

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

ANNEXURE B1: TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD2)

MBD 2

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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, Tenderers are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za
3. 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.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
 - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1.	Tax Reference Number:	
2.	Tax Compliance Status Pin:	
3.	Tax Clearance Certificate Number:	

- c. If a bidder is registered on the Nama Khoi Local Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

ANNEXURE B2: DECLARATION OF INTEREST (MBD4)

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

¹ MSCM Regulations: "In the service of the state" means to be –

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

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

any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES** / **NO**

3.11.1 If yes, furnish particulars.

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars.

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

Full Name	Identify Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ANNEXURE B5: DECLARATION FOR PROCUREMENT ABOVE R10M MILLION (ALL APPLICABLE TAXES INCLUDED) MBD5

BID NUMBER: BID/NC062/11/2024-2025

STARTING DATE: 7 FEBRUARY 2025 CLOSING DATE: 10 MARCH 2025 CLOSING TIME: 12:00

All procurement contracts expected to **exceed R10 million (all applicable taxes included)**, bidders must complete the following questionnaire and attached the necessary documentation:

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

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

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

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

5.2.2 If yes, provide particulars

5.3. Has any contract been awarded to you by an organ of state during the past 5 (five) years, including particulars **of** any material non-compliance or dispute concerning the execution of such contract? *YES / NO

5.3.1 If yes, furnish particulars

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

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME: _____

DATE: _____

SIGNATURE: _____

ANNEXURE B4: PREFERENCE POINT CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS (MBD 6.1)

BID NUMBER: BID/NC062/11/2024-2025
STARTING DATE: 7 FEBRUARY 2025 CLOSING DATE: 10 MARCH 2025 CLOSING TIME:

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY OF NAMA KHOI MUNICIPALITY

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) Specific Goals to Promote Economic Development

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor and proof of address (municipal account) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution and locality are not claimed.

1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad- Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = \frac{80}{1} \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right) \quad \text{or} \quad P_s = \frac{90}{1} \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right)$$

P_{min}
 P_{min}

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS TO PROMOTE ECONOMIC DEVELOPMENT

4.1 In terms of the Preferential Procurement Policy of Nama Khoi Municipality, preference points must be awarded to a bidder for specific goals to promote economic development in accordance with the tables below:

Points for B-BBEE scorecard will be allocated as follows:

B-BBEE Status Level of Contributor	Number of points for Preference [80 / 20]	Number of points for Preference [90/10]
1	10	5
2	8	4
3	6	3
4	4	2
5	2	1
6	2	1

7	2	1
8	2	1
Non-compliant Contributor	0	0

Points for Locality will be allocated as follows:

Local area of supplier	Number of Points for Preference	
	80/20	90/10
Within the boundaries of the Nama Khoi Municipality	10	5
Within the boundaries of Namakwa District Municipality	6	3
Within the boundaries of the Northern Cape	4	2
Outside of the boundaries of the Northern Cape	0	0

5. BID DECLARATION

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

6. SPECIFIC GOALS POINTS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . . . =(maximum of 10 or 5 points)

6.2 LOCALITY = (maximum of 10 or 5 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor and proof of address.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company (Pty) Ltd
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
 ...

 ...

 ...

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers,

e.g. transporter, etc. [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and

6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

ANNEXURE B5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Item	Question	Yes	No
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 <input type="checkbox"/>	No <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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) Prices;
 - b) Geographical area where product or service will be rendered (market allocation);
 - c) Methods, factors or formulas to calculate prices;
 - d) The intention or decision to submit or not to submit, a bid;
 - e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

ANNEXURE B7: PROOF OF REGISTRATION OF CSD

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on www.csd.gov.za.

Tenderers must provide proof of registration.

CENTRAL SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:	
NAME, SURNAME & POSITION	
DATE	

SIGNED ON BEHALF OF TENDERER:	
NAME, SURNAME & POSITION	
DATE	

Annexure C – Health and Safety Specification

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



Project Health and Safety Specification

In terms of Construction Regulations 2014

Project Client

NAMA KHOI MUNICIPALITY

Description of Project Works

FLOOD DAMAGE REPAIRS

Project Location

SPRINGBOK:

**BERGSIG, BUFFELSRIVIER TOWN,
SKAAPRIVIER, KLEINSEE**

Preparation Date

JANUARY 2025

Project Health and Safety Specification developed by:

Len Wiese CHSM/870/2019

Safe Working Practice

Tel: 0860 111 540

Cell: 082 897 9630

Fax: 086 672 4991

Email: info@safeppractice.co.za



PROJECT HEALTH AND SAFETY SPECIFICATION

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1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a Client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;



"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with -

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, principal contractor, or a contractor to carry out construction work.

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications;

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shopfitter, or landscape architect;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimise human well-being and overall system performance;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;



"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"principal contractor" means an employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means:

- any building, steel, or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure, or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning, or dismantling and where any construction work involves a risk of a person falling;



"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

Tender documents Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.



The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit application presented to Department of Labour for approval.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e., the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarised him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.



1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to "definitions" section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to "Client" will apply to their appointed "Safety Agent", where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site-specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the Client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the Client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to "definitions" section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.



Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

FLOOD DAMAGE REPAIRS: Nama Khoi Municipality



1.5 PROJECT DIRECTORY

Project Client	Nama Khoi Municipality 4 Namakwa Street, Springbok, 8240	Company Tel: 027 718 8100
Contact Person	Johannes Adams	e-mail: johannes.adams@namakhoi.gov.za
Project Manager	UDS Africa 11 Electron Street Techno Park, Stellenbosch 7600	Tel: 021 880 0443
Contact Person	Cobus Louw	e-mail: cobus@udsafrika.co.za Cell: 082 493 3263
Consulting Engineer	UDS Africa Time Square Building 9 Electron Street Techno Park, Stellenbosch 7600	Tel: 076 211 9892
Contact Person	Ruaan Siebrits	e-mail: ruaan@udsafrika.co.za Cell: 072 399 4641
Construction Safety Agent	Safe Working Practice	Tel:
Contact Person	Len Wiese	e-mail: len@safeppractice.co.za Cell: 082 897 9630
Other Pertinent Parties to the project	TBC	Company Tel:
Contact Person		

OTHER PARTIES DIRECTORY

Department of Labour for submission of Annexure 2: Notification of Construction Work NORTHERN CAPE – AMANDA MANTUTLE	Tel: 053 838 1541 Cell: 082 908 6809 e-mail: amanda.mantutle@labour.gov.za
Department of Labour SPRINGBOK: 126B Overberg Avenue, Springbok	Tel: 027 718 1058/9 Fax: 027 712 2433 Email: rosetta.vanwyk@labour.gov.za or nc.customercare@labour.gov.za


<p>Telecommunications Contractor to refer all queries on location and nature of existing services to the Project Manager / Client, etc.</p> <p>Company: Nama Khoi Municipality</p> <p>Contact Name: TBC</p>	<p>Company Tel: 027 718 8100</p> <p>Email: info@namakhoi.gov.za</p>
<p>Water</p> <p>Company: Nama Khoi Municipality</p> <p>Contact Name: TBC</p>	<p>Company Tel: 027 718 8100</p> <p>Email: info@namakhoi.gov.za</p>
<p>Electricity</p> <p>Company: Nama Khoi Municipality</p> <p>Contact Name: TBC</p>	<p>Company Tel: 027 718 8100</p> <p>Email: info@namakhoi.gov.za</p>
<p>Roads & Infrastructure</p> <p>Company: Nama Khoi Municipality</p> <p>Contact Name: TBC</p>	<p>Company Tel: 027 718 8100</p> <p>Email: info@namakhoi.gov.za</p>

1.6 PROJECT DETAILS

Description of Works

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Bergsig Culvert



Buffels River Culverts 1.1 & 1.2



New drift on existing Buffels River



Kleinsee Bridge



FLOOD DAMAGE REPAIRS: BERGSIG CULVERTS:

NOTES: SITE LAYOUT

1. ALL WORK MUST BE DONE STRICTLY IN ACCORDANCE WITH THE SASS 1200, THE GENERAL CONDITIONS OF CONTRACT AND THE PROJECT SPECIFICATION.
2. THE WGS84 COORDINATE SYSTEM TO BE USED FOR ALL COORDINATES. BENCH MARKS TO BE CHECKED BY CONTRACTOR.
3. SETTING OUT DETAIL HAS TO BE CHECKED BY THE CONTRACTOR AND THE ENGINEER MUST BE INFORMED OF ANY DISCREPANCIES BEFORE COMMENCEMENT OF CONSTRUCTION.
4. RECORDS OF ALL CIVIL ENGINEERING STRUCTURES, EXISTING AND NEW, TO BE SUBMITTED AT THE END OF THE CONSTRUCTION PERIOD.
5. ANY DEVIATION FROM THE CONSTRUCTION DRAWINGS AND/ OR DESIGN MUST BE SUBMITTED TO THE ENGINEER AND APPROVED IN WRITING.
6. EXISTING SERVICES INDICATED WERE OBTAINED FROM AS-BUILT INFORMATION ETC. AND ARE THEREFOR NOT GUARANTEED AS CORRECT. THE CONTRACTOR TO OPEN THESE SERVICES (HAND EXCAVATION ONLY) AND ASCERTAIN THEIR CORRECT POSITION BEFORE CONSTRUCTION STARTS.
7. THE LOCATION OF EXISTING SERVICES MUST BE DONE PRIOR TO CONSTRUCTION.
8. THE EXACT POSITION AND LEVEL, BOTH INVERT AND COVER WHERE APPLICABLE, MUST BE RECORDED AND THE SERVICE MUST BE PROTECTED FOR THE DURATION OF THE CONSTRUCTION PERIOD. THIS INCLUDED TELKOM POLES, EXISTING FENCES AND ELECTRICAL POLES.
9. A COMPLETION CERTIFICATE WILL ONLY BE ISSUED ONCE AS-BUILT INFORMATION IS RECEIVED, INCLUSIVE OF EXISTING SERVICES INFORMATION.
10. AN EXCAVATED MATERIAL SAMPLE FROM EXISTING SERVICES MUST BE SEND TO AN ACCREDITED LAB FOR TESTING AS APPROVED BACKFILL MATERIAL.
11. WAYLEAVES FROM ALL SERVICES AUTHORITIES MUST BE OBTAINED PRIOR TO CONSTRUCTION. THESE WAYLEAVES CAN INCLUDE, BUT IS NOT LIMITED TO: DARK FIBRE AFRICA, NEOTEL, TELKOM, ALL MUNICIPAL SERVICES, ESKOM AND OTHERS.
12. RELEVANT AUTHORITIES TO BE CONTACTED BY CONTRACTOR TO IDENTIFY ALL EXISTING SERVICES ON SITE PRIOR TO CONSTRUCTION.

MATERIAL NOTES: CULVERT LAYOUT PLAN

1. MATERIAL SPECIFICATIONS:
 - CONCRETE CLASS: 30120 THROUGHOUT OR AS SPECIFIED;

- MINIMUM CEMENTITIOUS CONTENT= 300 kg/m;
 - GAB IONS AND GEOTEXTILE: AS SPECIFIED ON SCOUR PROTECTION DWG No. WCS/51/1/01;
 - STEEL REINFORCEMENT: HIGH TENSILE STEEL 450 MPa;
 - WELDED STEEL MESH: HIGH TENSILE STEEL 485 MPa;
 - WELDED STEEL MESH REINFORCEMENT TO CONFORM TO SABS 1024.
2. CONCRETE FINISH
 - NON-VISIBLE F1
 - VISIBLE F2
 - UNIFORMED U2
 3. ALL EXPOSED SHARP EDGES TO HAVE 20 x 20 mm CHAMFERS.
 4. CONCRETE COVER = 50mm.
 5. REINFORCING LAP LENGTH = 45d.
 6. HEADWALL NOT TO EXTEND 50mm MAXIMUM ABOVE SHOULDER BREAK POINT.

INSTALLATION NOTES: CULVERT LAYOUT PLAN

- A. WHERE THE BEDDING GRADE REVEALS OBJECTIONABLE MATERIAL OR MATERIAL NOT UNIFORMLY FIRM, THE BEDDING GRADE SHALL BE EXCAVATED DEEPER INTO THE MATERIAL. THE DEPTH OF ADDITIONAL EXCAVATION SHALL NOT BE LESS THAN 200mm AND, IN ADDITION, ALL POCKETS OF UNSTABLE OR POOR FOUNDATION MATERIAL SHALL BE REMOVED TO A DEPTH OF AT LEAST ONE METRE. EXCAVATIONS ADDITIONALLY EXECUTED SHALL BE BACKFILLED WITH SELECTED MATERIAL, PROPERLY COMPACTED TO PROVIDE A FIRM FOUNDATION.
- B. SELECTED MATERIAL TO BE USED FOR THE BEDDING CUSHION SHALL BE FINE GRANULAR MATERIAL SUCH AS COARSE SAND OR WELL-GRADED CRUSHED STONE OF NOMINAL SIZE NOT EXCEEDING 6,7mm AND NOT MORE THAN 10% OF WHICH SHALL PASS THROUGH A 0,15mm SIEVE.
- C. SELECTED MATERIAL TO BE USED FOR BACKFILLING SHALL BE SAND, GRAVEL, WELL-GRADED CRUSHED STONE OR OTHER APPROVED MATERIAL CONTAINING NO MORE SILT OR CLAY THAN IS NECESSARY TO PROVIDE A DENSE AND STABLE FILLING. THE MATERIAL SHALL BE PLACED AT OPTIMUM MOISTURE CONTENT IN LAYERS EACH OF MAXIMUM THICKNESS 150mm AND COMPACTED TO AT LEAST 90% MOD. AASHTO DENSITY, OR THE DENSITY REQUIRED FOR ADJOINING LAYERS.
- D. ALTERNATIVELY, A WET MIXTURE OF SOIL CEMENT MAY BE USED FOR PIPE BACK-FILLING. THE MIXTURE SHALL CONSIST OF AN APPROVED SOIL OR GRAVEL MIXED WITH 5% (BY MASS) OF PORTLAND CEMENT BY VOLUME AND ONLY SUFFICIENT WATER TO GIVE A CONSISTENCY THAT WILL PERMIT THE SOIL CEMENT TO BE PLACED WITH VIBRATORS SO THAT ALL VOIDS BE PROPERLY FILLED. THE AGGREGATE USED FOR SOIL CEMENT SHALL PREFERABLY BE A SANDY MATERIAL BUT MAY CONTAIN LARGER PARTICLES UP TO 38mm AND IT SHALL NOT HAVE A P.I. EXCEEDING 10.
- E. THE PIPE SHALL BE ADEQUATELY SUPPORTED DURING CASTING OF THE CLASS 'A' CONCRETE CRADLE. THE CONSTRUCTION SHALL BE MONOLITHIC WITHOUT HORIZONTAL JOINTS AND THE MIX SHALL BE SLOPPY AND SHALL BE PLACED ON ONE SIDE OF THE PIPE FLOWING THROUGH TO THE OTHER SIDE. VIBRATION SHALL NOT BE USED.
- F. THE CLASS 'C' BEDDING CUSHION SHALL BE PLACED AND LIGHTLY COMPACTED TO THE LOWEST LEVEL OF THE UNDERSIDE OF PIPE WHEREUPON THE PIPE SHALL BE PLACED AND THE BEDDING CUSHION COMPLETED BY RAMMING AND TAMPING ADJACENT TO AND UNDER THE PIPE. ALTERNATIVELY, FOR APPROPRIATE IN SITU MATERIAL, THE BEDDING CUSHION MAY BE OMITTED AND THE SOIL FOUNDATION SHAPED TO FIT THE LOWER PART OF THE PIPE EXTERIOR WITH REASONABLE CLOSENESS.
- G. BACKFILLING SHALL BE CARRIED OUT SIMULTANEOUSLY AND EQUALLY ON BOTH SIDES OF A CULVERT TO PREVENT UNEQUAL LATERAL FORCES FROM OCCURRING.



NOTES: WIDENING OF THE EXISTING RIVIER CROSSING:

1. ALL WORK MUST BE DONE STRICTLY IN ACCORDANCE WITH THE SABS 1200, THE GENERAL CONDITIONS OF CONTRACT AND THE PROJECT SPECIFICATION
2. THE WGS84 COORDINATE SYSTEM TO BE USED FOR ALL COORDINATES. BENCH MARKS TO BE CHECKED BY CONTRACTOR.
3. SETTING OUT DETAIL HAS TO BE CHECKED BY THE CONTRACTOR AND THE ENGINEER MUST BE INFORMED OF ANY DISCREPANCIES BEFORE COMMENCEMENT OF CONSTRUCTION.
4. RECORDS OF ALL CIVIL ENGINEERING STRUCTURES, EXISTING AND NEW, TO BE SUBMITTED AT THE END OF THE CONSTRUCTION PERIOD.
5. ANY DEVIATION FROM THE CONSTRUCTION DRAWINGS AND/ OR DESIGN MUST BE SUBMITTED TO THE ENGINEER AND APPROVED IN WRITING.
6. EXISTING SERVICES INDICATED WERE OBTAINED FROM AS-BUILT INFORMATION ETC. AND ARE THEREFOR NOT GUARANTEED AS CORRECT. THE CONTRACTOR TO OPEN THESE SERVICES (HAND EXCAVATION ONLY) AND ASCERTAIN THEIR CORRECT POSITION BEFORE CONSTRUCTION STARTS.
7. THE LOCATION OF EXISTING SERVICES MUST BE DONE PRIOR TO CONSTRUCTION.
8. THE EXACT POSITION AND LEVEL, BOTH INVERT AND COVER WHERE APPLICABLE, MUST BE RECORDED AND THE SERVICE MUST BE PROTECTED FOR THE DURATION OF THE CONSTRUCTION PERIOD. THIS INCLUDED TELKOM POLES, EXISTING FENCES AND ELECTRICAL POLES.
9. A COMPLETION CERTIFICATE WILL ONLY BE ISSUED ONCE AS-BUILT INFORMATION IS RECEIVED, INCLUSIVE OF EXISTING SERVICES INFORMATION.
10. AN EXCAVATED MATERIAL SAMPLE FROM EXISTING SERVICES MUST BE SEND TO AN ACCREDITED LAB FOR TESTING AS APPROVED BACKFILL MATERIAL.
11. WAYLEAVES FROM ALL SERVICES AUTHORITIES MUST BE OBTAINED PRIOR TO CONSTRUCTION. THSES WAYLEAVES CAN INCLUDE, BUT IS NOT LIMITED TO: DARK FIBRE AFRICA, NEOTEL, TELKOM, ALL MUNICIPAL SERVICES, ESKOM AND OTHERS.
12. RELEVANT AUTHORITIES TO BE CONTACTED BY CONTRACTOR TO IDENTIFY ALL EXISTING SERVICES ON SITE PRIOR TO CONSTRUCTION.

METHOD STATEMENT FOR SURFACEBED WIDENING:

1. SCABBLE THE RELEVANT SURFACE TO ENSURE A ROUGH FINISH THROUGHOUT.
2. AN ACCEPTABLE DEGREE OF SCABBLING IS ACHIEVED ONCE THE STONE AGGREGATE IN THE EXISTING CONCRETE IS EXPOSED.
3. PLACE Y10 DOWELS HORIZONTALLY 100mm DEEP INTO THE EXISTING SURFACEBED USING SIKADUR 32 EPOXY IN ACCORDANCE WITH THE METHODOLOGY OUTLINED BY SIKA. PLACE THE DOWELS AT 600mm CENTRES AS SHOWN AND SET OUT IN THE DRAWING.
4. THE DOWELS MUST BE 50mm FROM THE TOP OF CONCRETE LEVEL.
5. AFTER THE DOWELS ARE PLACED, REMOVE ALL LOOSE MATERIAL AND DUST FROM THE SCABBLED SURFACES USING MECHANICAL BLOWERS AND BROOMS.
6. THE SUBSTRATE MUST BE DRY, FIRM AND FREE OF DUST AND LOOSE PARTICLES BEFORE PROCEEDING.
7. PRIOR TO PLACING THE CONCRETE, KEY THE SURFACE WITH A BONDING SLURRY CONSISTING OF 1 PART "TAL KEYCOAT" TO 2 PARTS CEMENT (BY VOLUME). WHILE THE SLURRY IS STILL WET, PLACE THE CONCRETE.

Anticipated Construction Duration

To Be Confirmed

Provisional Start Date

To Be Confirmed

Provisional Completion Date

To Be Confirmed

Construction Work Permit Required for the Project?

No



1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

- Members of the public.
- Working next to the road.
- Potential instances of crime
- Medium to high vehicle traffic volumes.
- Possible underground and above ground services.
- Dangerous animals and insects (snakes, scorpions, spiders etc.)
- Residential neighbourhoods located in the vicinity to the works area/s.

Overhead, Above Ground and Underground Services crossing the site:

Overhead: Possible, contractor to determine

Underground: Possible, contractor to determine

Ground level: Possible, contractor to determine

Service Drawings available: Yes, as per wayleaves.

Wayleaves required: If required, Principal Contractor to approach the relevant service providers.

Permits required: If required, Principal Contractor to approach the relevant service providers.

Isolations required: If required, Principal Contractor to approach the relevant service providers.

Existing structures on site and surrounding land use (with a significant impact on Health & Safety):

- Members of the public;
- Potential instances of crime;
- Low to Medium pedestrian foot and vehicle traffic volumes with peaks times;
- Underground services;
- Existing services present that are live.
- Dangerous animals and insects (snakes, scorpions, spiders etc.);
- Residential neighbourhoods located next/close to the works area/s.

Existing ground conditions and ground survey report:

- No ground survey report
- Contractor to confirm

Existing Traffic Systems

Condition: Existing two-way surfaced roads (Tar and gravel)

Restrictions to access: None known but could be enforced by the client, engineer and/or residents.

Speed restrictions: Usual urban speed limits apply, as identified per the road traffic signboards.
Maximum of 20 km/h speed limit apply to construction work areas.

1.8 AVAILABLE DRAWINGS

- Refer to tender documentation.



- Drawings issued.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Client, Designer and Safety Agent:

Employment of local labour – contractor to effectively manage locally employed persons. Ensure that induction training, Covid-19 induction training, training and supervision is in place as the level of training and competency is yet to be determined.

Members of the public and road traffic and traffic management – where the site is located in an existing greenfield and/or residential area there will be attendant safety issues regarding risks to members of public, road traffic and animals. The health and safety of members of public and road users must be a priority at all times and all necessary steps must be taken to prevent unauthorised entry to site and to protect members of the public from any dangers associated with the construction works being undertaken. *All works/activities within the road reserve will be required to adhere to the requirements of Chapter 13 of the National Road Traffic Signs Manual, where minimum requirements are prescribed.* All flag persons to control traffic with red flags and to have high visibility clothing on at all times.

Working near existing overhead and underground services – All necessary measures must be taken to ensure that any crossing under, or working under, overhead services, is undertaken in a safe manner so as to prevent accidental contact with the lines or risk of injury to workers or members of public, including compliance with permit conditions and clearances.

Snakes – ensure qualified first aider with knowledge of emergency treatment of snake bites and snake bite kit on site. Take precautions such as checking out area before working. Details of nearest hospital and emergency telephone numbers to be available. *Include poisonous insects into this category.*

Lifting Operations – all operators must provide copies of their up-to-date competency and medical certificates and driver's license. Loads must be slung by person with appropriate training and competence. Daily plant inspection registers to be completed and records kept in the safety file. Valid load test certificates and record of inspections by competent personnel must be available and maintained throughout the project. Rotating amber lights and reverse alarms to be active when operating all plant on site. Plant must be effectively separated from members of public and unauthorised personnel. Use trained flag persons as applicable. Exclusion zone under lifting operations to be enforced as applicable. Particular attention must be paid to lifting operations in windy conditions.

Excavations up to 1.0 meters: Fencing and support mechanisms will be required to be put into place by the contractor. Excavations must be backfilled by the end of each shift as far as is reasonably practicable and where this is not possible excavations must be made visible by means of lighting or similar, including barriers and warning signage. Ensure there is a safe distance between employees and plant when digging excavations. Excavations which are less than 500mm deep can be fenced off with orange mesh netting as a minimum.

Deep excavations - Potential danger of undermining of adjacent structures – Method statement to be in place and permits to dig and to enter excavations must be in place. Daily permits to dig and to enter excavations must be completed by the excavation supervisor. All workers must receive induction prior to commencement of works. Fencing and support mechanisms will be required to be put into place by the contractor. This will include shoring and support structures to prevent any excavation edges of collapsing. Appropriate safety measures must be put in place by the contractor to prevent unauthorised entry to excavations, including barriers and warning signage. Safe access to the excavation/s to be provided and to be in place before employees may enter the excavation/s.



Excavated soil is to be placed at a sufficiently safe distance from the excavation itself.

ALL EXCAVATIONS MUST HAVE A MINIMUM OF ORANGE PLASTIC BARRIER MESH IN PLACE

Temporary works, including formwork, support work – all temporary work must be designed by competent temporary works designers and constructed and inspected by competent personnel at the appropriate intervals as required by legislation and good practice and site circumstances. Results to be entered into register on site. All temporary works structures must be adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them. No loads to be imposed onto the structure that the structure is not designed to withstand. All required leading edge protection must be in place and storage of temporary works materials must be in a safe manner. Exclusion zones and/or other measures to keep unauthorised personnel from accessing work areas underneath must be enforced.

Underground and overhead services – all necessary precautions must be taken to prevent accidental contact with these services, to prevent damage or risk of causing of injury during construction process. All services to be treated as live.

Members of the Public and road users: Risks and safety hazards include members of public, road traffic, animals and possible theft due to the remote location of the site. The health and safety of members of the public and the road users must be a priority at all times. Work areas must be demarcated into exclusion zones to prevent unauthorised entry.

Plant & plant driven/moved on Public Roads – All plant must be in fully working order and licenced, a valid licence disc to be displayed on the plant/vehicle. All drivers of vehicles and operators of plant must be in possession of a valid driver's licence and/or plant operators competency certificate for the said plant. All drivers and operators must have a valid medical certificate of fitness (Including Annexure 3) as required by the OHSact or Traffic Laws (National Road Traffic Act 93 of 1996). When plant is moved on public roads a safety vehicle must be in place behind the plant being driven on the public road, flagmen to be stationed where the plant turn on/off the public road.

Exposure to environmental conditions – heat stress – workers exposed to extreme heat may be at risk of heat stress which can result in heat stroke, heat exhaustion, heat cramps, or heat rashes. Employers should communicate guidelines for prevention and treatment. Plenty of fresh water must be available to be taken regularly in small quantities. At the hottest time of the day, taking a break in the shade or cool area is advised. A reduced work rate at this time can also be considered.

Risk of veld fires caused by construction works and / or Smoking – ensure correct measures are in place for fire control to ensure no fires will break out. Fire extinguishing equipment to be readily available at all times especially during high-risk activities. The smoking of cigarettes is also to be monitored and adequate smoking areas and smoking control measures to be put in place.

Use of hazardous and hot substances – only trained operators to work with asphalt / bitumen. MSDS to be available. Contractor must exercise caution as there is always a potential for fires. Suitable fire extinguisher to be in place at all times. Heated hazardous substances potentially produce fumes which can cause skin burns and eye injury and gastrointestinal and respiratory tract irritation. Gloves and suitable respiratory protection must be provided and worn as well as other appropriate personal protective equipment (PPE) required by risk assessments. Bitumen not to be sprayed in adverse conditions.

Working at Height: A Fall Protection Plan and Rescue Plan will be required for approval prior to commencement of any activities. All workers to have a medical certificate of fitness. All workers must have fall protection plan training in the form of a toolbox talk with a signed register of attendance.



Asbestos (Possible existing services)
Demolition
Excavations
Fire
Flammable Liquids / Gas
Hazardous Substances
Hot Works
Members of Public
Overhead Services (Working near)
Road Working – in or next to (including Traffic Management)
Snakes
Underground Services
Working at Height
Work over or next to Water

Other construction hazards that the contractor can reasonably expect are as follows:

Asphalting (Reinstatement/Repair)
Bricklaying
Bulk Mixing Plant
Compacting and Filling
Compactor Operations
Cutting Kerbs (Repair)
Cutting Off Disc
Electric Tools and Electrical Installations
Hand tools
Kerb Laying
Lifting Operations
Manual Handling of General Items
Mobile Crane
Noise and Dust
Painting
Plant/Vehicle and Equipment Operation
Road Construction (Reinstatement/Repair)
Scaffold Erection / Dismantling
Shuttering Walls, Beams, Columns
Site Strip
Steel Erection
Steel Fixing
Temporary Work (include False Work, Formwork, Support Work Scaffold and Shoring)
Troxler Use
Working at Height (excluding scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS

- Site establishment
- Fall protection plan
- Lifting operations
- Working in vicinity of Overhead electrical cables

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: N/A



Permit to Enter Excavations: N/A

Road Works Permit: N/A

Permit to Work with Electricity: Not foreseen, apply for if required.

Confined Space Permit: N/A

Hot Works Permit: N/A

Permit to Work under Power Lines: Not foreseen, apply for if required.

Blasting: N/A

Client issued permit for work in restricted areas: Not foreseen, apply for if required.

Temporary Works: N/A

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and nonconformances reported by the Safety Officer to the Contractor's management team. All nonconformances identified by the Safety Officer and Client's Safety Agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.

If registered as a Candidate proof of mentorship and weekly visits by mentor must be available on site.

The requirement for this site is that a full time / part time Safety Officer be appointed by the Contractor. Part time Safety Officer must visit site at least weekly/fortnightly/monthly.

MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate competent person must be appointed by the principal contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.

The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

The Traffic Management Plan must be approved by the Project Manager and as required, the Traffic Chief as per the National Road Traffic Act, No. 93 of 1996. The Traffic Safety Officer must have training as per Unit Standard 14561 or similar.



ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning, and wind. The open nature of the site works will not preclude any of the above.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles:

Access to site by Construction Workers and Visitors:

All service providers must sign a 37.2 Mandatary Agreement and must be inducted before they can be allowed on site.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD

Site camp location and set up

- **Restrictions / requirements:** }
}
- **Storage areas:** } Contractor to advise in consultation
} with Engineer / Professional Team
- **Security:** }
}

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Toilets should be provided with built in facilities for hand washing.

- **Toilets:** }
}
- **Washing facilities:** }
}
- **Drinking Water:** } Contractor to provide as per Regulations
- **Shelter:** }
}
- **Showers:** }
}

Mobile site facilities requirements:

A camping toilet/mobile toilet will be required for sites that cannot facilitate a permanent location for abluion units and must be available for each gender per location.

The use of a camping toilet must be prepared and setup correctly with additional anchors and available toiletries prior to each working day and to be first priority when changing location of works along a set working path.

Teams are to ensure that the toilets are cleaned correctly and suitable for easy and hygienic uses and recorded on a daily register.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night



or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public walkway must be fenced off and have controlled access points with the correct signs to indicate the site office for any relevant enquiries.

Warning Notices: *Construction warning signage & notices must be prominently displayed to avoid unauthorised access to site and to warn of dangers associated with construction works.*

Look Outs: Yes, required when plant is moved, when lifting operations are carried out, as needed

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes

Safety Harnesses: N/A

Hard Hats: Yes, as applicable

Reflective Vests: Yes

Goggles / gloves / ear defenders / respiratory protection: Yes, as applicable

Safety Footwear: Yes

Specialist Equipment (e.g., for confined Spaces): Yes, as applicable

Respiratory Protection (i.e., any face mask endorsed by Department of Labour): Yes, as applicable

Note: Every employer must check regularly on the websites of the National Department of Health (www.health.gov.za), National Institute of Communicable Diseases (www.nicd.ac.za) and the National Institute for Occupational Health (www.nioh.ac.za) whether any specialised PPE for COVID-19 is required or recommended in any guidelines based on the nature of the workplace or the nature of the duties and the associated level of risk.

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Cement Diesel Oil Petrol

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:

- Normal vehicle traffic flow on the roads, not to be obstructed in any way.



The following Client safety rules and/or requirements are to be observed:

- All workers are to receive induction training prior to commencement of work on site.
- All workers to be in possession of valid medical certificates of fitness.
- Other safety rules and requirements to be advised at induction.
- All employees to receive risk assessment training.
- All relevant employees to receive fall protection plan & fall rescue training.
- All employees to receive training in method statements/standard operating procedures applicable to them.

The following were highlighted by the client:

- PPE to be worn at all times.
- Toilets to be utilized for urinating. Not against poles, structures, in bushes etc. (Fines to be issued for non-compliance)
- Traffic accommodation to be as per SARTSM specification and as approved by the Project Manager / Consulting Engineer.
- **A close out report to be done within 5 work days after the client's safety agent audit report have been distributed to all relevant parties.**

Restrictions on times, access, or other restrictions by Client

- Please refer to tender document.
- Other restrictions may be advised at induction.
- Client/Engineer may advise/implement further restrictions as required.

1.11 PROJECT CLOSE OUT

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project. All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments - All OHS appointments to be cancelled at project completion
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all contractors as well as their close out reports
- List of all contractors who worked on site
- Letters of safety plan approval of contractors by the Principal Contractor
- Mandatary agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Nonconformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments



- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.

FLOOD DAMAGE REPAIRS: Nama Khoi Municipal



2.0 FURTHER REQUIREMENTS

2.1 *Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014*

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act -
 - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - appoint each contractor in writing for the part of the project on the construction site
 - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
 - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
 - stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client, or the Client's Safety Agent;



- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No contractors may be left unsupervised on site by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all-inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work on projects that will –

1. exceed 365 days and will involve more than 3600 person days of construction work; or
2. the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.
 - Grade 7 = R60 000 000
 - Grade 8 = R 200 000 000
 - Grade 9 = No limit

A client may appoint a Construction Health and Safety Agent or Construction Health and Safety Manager to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractor's safety file, and the site-specific number issued by the Provincial Director must be displayed at the site entrance.

A client may appoint a Construction Health and Safety Agent, or Construction Health and Safety Manager based on the scope and risk profile of construction work to represent him/her on matters of health and safety. Provided that, where the question arises as to whether a Construction Health Safety Agent or a Construction Health and Safety Manager is necessary, the decision of an inspector is decisive.

The following minimum documentation will be required during the permit application process:

- Principal Contractor's Health and Safety Plan CR 5(1)(m)
- Baseline Risk Assessment CR 5(1)(a)
- Appointed Principal Contractor's Letter for Good Standing as per CR 5(1)(j)
- Issue Register signed by Designer CR 5 (1)(c)
- Issue Register signed by Principal Contractor
- Declaration signed by Designer CR 5(1)(d) and CV
- Principal Contractor made adequate provision for the cost of health and safety measures (Bill of Quantities) CR 5(1)(g)
- Proof of Principal Contractor's competency and resources to carry out the construction work safely CR 5(1)(h)
- Appointment Letter for Construction Manager, CV, Certificates and List of projects



- Appointment Letter of Safety Officer & Safety Officer's Registration for SACPCMP
- Principal Contractor's Appointment Letter CR 5(1)(k), Company Profile and CIDB grading

After approval of the Construction Work Permit any changes made to the appointed persons on the annexure 1 must be submitted to Department of Labour for approval before the appointed persons are allowed to commence with their tasks.

PLEASE NOTE THAT THE CONSTRUCTION MANAGER (8(1)) NAMED ON THE CONSTRUCTION WORK PERMIT MUST BE THE SAME PERSON THAT ACTS AS THE CONSTRUCTION MANAGER ON SITE. IF THIS WILL NOT BE THE CASE FOR SOME REASON THEN THE SAFETY AGENT MUST BE NOTIFIED OF THE CHANGE BY THE PRINCIPAL CONTRACTOR AT LEAST 7 DAYS BEFORE THE CHANGE IS MADE SO THAT THE SAFETY AGENT CAN AMEND THE CONSTRUCTION WORK PERMIT APPLICATION AND ADVISE THE DEPARTMENT OF EMPLOYMENT AND LABOUR ACCORDINGLY.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

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

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.

2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.



The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed, and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.



2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.



2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.
- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a Competent person.



If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit, and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on-site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

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

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste, and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;

- ensuring that materials which are no longer required for use, do not accumulate on, and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant -

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that -

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least



- two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site, and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids
- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated,



secure area with a drip tray and have a designated, responsible person to use it.

2.29 Water Environments

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 Fire Precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

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

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;

- and sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.
- Every employer shall provide sanitary facilities at the workplace in accordance with the provisions of Parts F, P and Q of the National Building Regulations.
- Sufficient clean water for all employees. 500ml to each employee every hour.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall Protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing, and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary Works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that

may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;

- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the Client, the Client's Safety Agent, or any employee;
- all persons required to erect, move, or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
 - secure any deck panels against displacement; and
 - prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing, or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-

- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant, or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six metres from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas, or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,
 by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the Client, the Client's Safety Agent, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Demolition Work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried

out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of the structure at intervals determined in the method statement contemplated in above, in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that -

- no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored, or braced;
- ensure that any support, shoring, or bracing contemplated above, is designed and constructed so that it is strong enough to support the overhanging material;
- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under or fence off the danger areas if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-

- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A contractor must ensure that no equipment is used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Abatement Regulations, 2020.



Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

2.36 Tunnelling

No person may enter a tunnel which has a height dimension of less than 800 mm.

2.37 Scaffolding

A contractor must appoint a competent person in writing to ensure that all scaffolding work operations are carried out under their direct supervision. This appointed person must verify that all scaffold erectors, team leaders, and inspectors are competent to carry out their work in accordance with the SANS 10085-1:2024 standard. The competency of these individuals must be validated through recognised training and certification programs.

A contractor using access scaffolding must ensure that the scaffolding, when in use, complies with the safety standards as specified in the SANS 10085-1:2024 and relevant regulations under section 44 of the Occupational Health and Safety Act. The following specific requirements must be adhered to:

- **Level and Balanced Footing:**

Scaffolding must be level and balanced on the correct footing, including the use of base jacks, U-jacks, or mobile wheels, as specified in SANS 10085-1:2024. Regular inspections must confirm that the scaffold remains level and stable, with all footings securely in place and adjusted as necessary.

- **Ledgers and Bracing:**

Scaffolding frames and standards must be secured using appropriate ledgers and bracing methods. These must be installed in accordance with the design specifications and the guidelines in SANS 10085-1:2024 to ensure full stabilisation against lateral forces.

- **Platform Boarding and Edge Protection:**

All working platforms must be fully boarded and equipped with the correct edge protection, including guardrails and toe boards, as required by SANS 10085-1:2024. Platforms should be securely fastened, ensuring no gaps that could pose a fall hazard.

- **Platform Load Capacity:**

Working platforms must adhere to the load classifications specified in Table 6 of SANS 10085-1:2024. Contractors must ensure that no platform is overloaded beyond its designated capacity, and that load distribution is even across the scaffold structure.

- **Access Points:**

The scaffold must include proper access points, such as ladders or stairways, integrated within the scaffold structure. These access points must comply with SANS 10085-1:2024 requirements. While trap doors are optional, safe access to working platforms must be ensured.

- **Securing the Scaffold:**

Scaffolding must be secured using appropriate fastening methods, such as reveal ties and fixed ties, in accordance with SANS 10085-1:2024. Where necessary, buttresses must be employed to ensure stability, particularly in high-wind areas or when the scaffold height exceeds the limits specified by the standard.

- **Signage:**

Clearly visible signage must be displayed on the scaffold to indicate safe load limits, user restrictions, and other critical safety information as required by SANS 10085-1:2024. The signage should reflect the scaffold's current safety status following each inspection or modification.

2.38 Bulk Mixing Plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorised to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the Client, the Client's Safety Agent, or any employee.

2.39 Rope Access Work

A contractor must –

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
- ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless –

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site-specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
 - Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

The Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a specialist contractor or a Contractor with proven track record in the type of work to be performed.

The Contractor may only use explosives for work purposes where the following conditions in place:

- Explosives Regulations to be complied with in all respects.
- Contractor must be in possession of a Blasting Licence
- Blasting permit to be obtained
- Permit to transport explosives to be obtained



- Method statement to be drawn up and approved by professional team
- Municipal authorities may require advance notice of planned use of explosives
- Contractor must notify Provincial Director of Department of Labour on Annexure 2 at least 7 days prior to blasting taking place
- Contractor must have Workman's Compensation and appropriate insurances in place

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Abatement Regulations, 2020. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

"asbestos clearance certificate" means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

"type 1 asbestos work" means:

(a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or

(b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and does not require registration as a registered asbestos contractor with the chief inspector;

"type 2 asbestos work" means:

(a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or

(b) the removal of asbestos cement products or asbestos insulating board; and requires registration as a type 2 registered asbestos contractor with the chief inspector;

"type 3 asbestos work" means:

(a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and requires registration as a type 3 registered asbestos contractor with the chief inspector;

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the contractor must, as per AAR 2020, include the following in the health and safety plan/file and must be implemented on site:

- An asbestos risk assessment must be carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.
- If asbestos-containing materials are identified a written asbestos management plan for the workplace must be prepared by a competent person.
- Train Employees, visitors and persons who may have incidental asbestos exposure to asbestos.
- The Chief Director: Provincial Operations must be notified as per the Annexure 2 when asbestos work will be done, at least seven days prior to commencement of work.

- The contractor may only undertake the type of asbestos work for which they are registered by the chief inspector.
- Must appoint an occupational health and safety representative as contemplated in section 17 of the Act.
- Submit the approved plan of work to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work.
- Appoint an asbestos removal supervisor for each asbestos work site.
- Adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work.
- Ensure that the employee medical and training records are available on site for inspection and validation.
- Keep employee information for a minimum period of 50 years.
- For type 2 and type 3 asbestos work, ensure that air monitoring is in place.
- All asbestos contractor employees must be put under medical surveillance.
- Close off all asbestos containing or affected areas.
- The contractor must provide the required PPE, washing facilities and decontamination facilities as per the type of asbestos work.
- A document must be obtained from the asbestos disposal site for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose
- When all asbestos is removed an inspection must be done by and approved inspection authority and an asbestos clearance certificate issued.
- Comply with the Prohibitions in regulation 24.

2.45 Pressure Equipment (Including Gas Bottles)

The Contractor shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure equipment is used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure equipment to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
 - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:



- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing are carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked regarding integrity, chains, serial numbers, checked for tears, cuts links and all other materials
- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder Work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing are provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be posted at all times.



2.53 Night Work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem, and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g., cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g., painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators, and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer, or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-
 - appointment of the competent person;



- competency of erectors, operators, and inspectors;
- operational design calculations, which must comply with the requirements of the system design certificate;
- performance test results;
- sketches indicating the completed system with the operational loading capacity of the platform;
- procedures for and records of inspections having been carried out; and
- procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational design calculations, sketches, and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power-driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
 - the maximum mass load;
 - the maximum number of persons; and
 - the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar

- machinery, and who must determine the serviceability of the structures, ropes, machinery, and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalised;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the Client, the Client's Safety Agent, or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least-
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - an emergency;
 - the malfunctioning of equipment; and
 - the discovery of a suspected defect in the equipment; and
 - instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.

A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

2.57 Material Hoists

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is –



- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- provided with a door or gate at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause -

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit trucks, barrows, or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate a hoist unless the person is competent in the operation of that hoist.

No contractor may require or permit any person to ride on a material hoist.

A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- is properly maintained and the maintenance records in this regard are kept on site.

2.58 Explosive Actuated Fastening Device

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless-
 - it is held against the surface with a force of at least twice its weight; and
 - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a

right angle.

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are-
 - controlled and done in writing by a person having been appointed in writing for that purpose; and
 - recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

2.59 Confined Spaces

Confined space work must be closely monitored by a competent person appointed by the contractor, to include, but not restricted to, ensuring that the confined space is sufficiently ventilated prior to entry. Oxygen levels to be tested in confined space to ensure that it is safe for entry. Permit system to be in place to declare confined space safe for entry prior to entry. PPE must be worn (such as proper masks) if air supply is insufficient or not of sufficient quality.

Sufficient training must take place in use of all confined space monitoring and access equipment prior to any works commencing in such confined space. It is strongly recommended that a tripod and winch system be in place to afford easy access and egress and for emergency evacuation from the confined space (manholes and chambers). Please also refer to GSR5 on safety requirements for Work in Confined Spaces.

General safety Regulations 5.

(1) An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

(2) Where the provisions of sub regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-- (a) subject to the provisions of sub regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and (b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

(3) Where the provisions of sub regulation (2)(a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee

or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that—

- (a) the provisions of sub regulation (2) (b) are complied with;
- (b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);
- (c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and
- (d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.

(4) An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.

(5) Where the hazardous gas, vapour, dust, or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if –

- (a) the concentration of the gas, vapour, dust, or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
- (b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust, or fumes where other work is performed.

2.60 Alcohol and Drugs (GSR 2)

1. A contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.
2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.
3. An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.61 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance with GSR 13A.
- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / lifelines to be used.
- Anchor points to be in place and determined by an engineer. Anchor points must be pull tested prior to use.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.

- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.62 Traffic Accommodation

All traffic signs must be displayed as per the traffic management plan drawings. Size of signs used must be as per the traffic management drawings and all signs to be visible and in good condition.

- Traffic management Plan issued per Road and Traffic act (chapter 13). Must be approved by the Traffic Chief and professional team.
- Plans for signage deployment must be in order and must be placed correctly.
- Traffic management plan must be submitted and must be suitable for the tasks being performed.
- Traffic plan must be implemented and controlled by the sites Traffic safety officer and flag persons.
- Jersey barriers, where used, to be linked.
- No signs to be obstructed.
- STOP/GO structures must be protected against being struck by vehicles (e.g., new jersey barriers)
- Road marking buggies/vehicles must be protected by escort vehicles front and rear.
- Displayed traffic signs must be maintained in a daily register to be checked morning and evenings after works have been finalised.

Night work:

- Signage, traffic accommodation and personnel must be visible (reflective / illuminated).
- Certified, competent traffic officer and flag persons to be used during night operations.

Traffic Safety Officer must check signage daily and Engineer must sign it off daily.

2.63 Ventilation and Lighting in the Workplace

Every employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the employer of those employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five metres of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two metres above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.64 Nuclear Density Gauge (Troxler)

The use of a Troxler on site must be in line with the SANS 3001 of March 2014. The SANS consists of 5 sections

The in-situ density of road construction materials is only determined in civil engineering using indirect methods such as the nuclear density gauge and sand replacement methods.

This method forms part of a set of methods used to operate nuclear gauges, and includes the following:

- a) administration, handling, and maintenance (see SANS 3001-NG1);
- b) validation of standard calibration blocks (see SANS 3001-NG2);
- c) calibration of a nuclear gauge (see SANS 3001-NG3);
- d) verification of a nuclear gauge (see SANS 3001-NG4);
- e) in situ density determination using a nuclear gauge (see SANS 3001-NG5)

When used Troxlers must be:

- Stored in a dedicated, lockable area and must have a warning signage displayed.
- Must only be transported in a dedicated vehicle with the required signage displayed and by an authorised employee that has been appointed in writing.
- Must have a Troxler Calibration Certificate in place.
- Must have a Troxler Technician Appointment on file and signed and proof of competency within the safety file.

2.65 Ergonomics Regulation of 2019

“competent person” in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, evaluate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;

The ergonomics regulations will apply to any employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the workplace and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
 - an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.

2.66 Hazardous Biological Agents

"HBA" means a hazardous biological agent which may cause an infection, allergy or toxicity or otherwise create a risk to human health, subdivided into the following groups:

- (a) Group 1 HBA, an HBA that is unlikely to cause human disease;
- (b) Group 2 HBA, an HBA that may cause human disease and be a hazard to exposed persons, which is unlikely to spread to the community and for which effective prophylaxis and treatment is usually available;
- (c) Group 3 HBA, an HBA that may cause severe human disease, which presents a serious hazard to exposed persons and which may present a risk of spreading to the community, but for which effective prophylaxis and treatment is available; and
- (d) Group 4 HBA, an HBA that cause severe human disease and is a serious hazard to exposed persons and which may present a high risk of spreading to the community, but for which no effective prophylaxis and treatment is available;

Regulations for Hazardous Biological Agents, 2022

HBA reg. 5 Duties of persons who might be exposed to HBAs

5(1) Any person who is or might be exposed to HBAs must obey any lawful instruction given by or on behalf of the employer or a self-employed person regarding—

- (a) the prevention of an uncontrolled release of an HBA;
- (b) the adherence to instructions regarding environmental and health practices, personal hygiene and good housekeeping;
- (c) the appropriate use of personal protective equipment and clothing as prescribed by these Regulations and the documented risk assessment;
- (d) the appropriate wearing of personal samplers, when necessary, to measure personal exposure to airborne HBAs;
- (e) the disposal of materials containing HBAs and the disinfection and decontamination of any workplace contaminated by an HBA;
- (f) the reporting during normal working hours for such medical examination or tests as contemplated in regulation 8(1); and
- (g) information, instruction and training as contemplated in regulation 4.

5(2) Any person must immediately report to the employer, the health and safety representative or self-employed person any possible exposure to an HBA at the workplace.

HBA reg. 6 Risk assessment for HBAs

6(1) A self-employed person must conduct and document the risk assessment to determine if any person could be exposed to an HBA.

6(2) An employer must—

- (a) conduct and document the risk assessment to determine if any person could be exposed to an HBA; and
- (b) ensure that the HBA risk assessment contemplated in paragraph (a) is conducted by a competent person.

6(3) When conducting the risk assessment, as contemplated in subregulation (1) and (2), the employer or self-employed person must take into account, as a minimum, the following matters:

- (a) The nature of the HBA and the possible route of exposure;
- (b) where the HBA might be present and in what form it is likely to be;
- (c) the nature of the work and work processes;
- (d) current control measures in place, effectiveness of control measures and any reasonable deterioration in, or failure thereof; and

(e) what effects the HBA can have on an employee, including pregnant, immunocompromised and vulnerable employees.

6(4) An employer or a self-employed person must conduct the risk assessment on the basis of all available information, including—

- (a) classification of the HBA into the relevant risk group according to its level of risk of infection as contained in Annexure A;
- (b) recommendations from the manufacturer, supplier or a competent person regarding additional control measures necessary in order to protect the health of persons against such agents as a result of their work;
- (c) information on diseases that may be contracted as a result of the activities at the workplace;
- (d) potential allergenic, infectious or toxic effects that may result from the activities at the workplace; and
- (e) knowledge of diseases from which employees might be suffering and which may be aggravated by conditions at the workplace.

(5) An employer must, in terms of the risk assessment—

- (a) consider the recommendations identified in the risk assessment; and
- (b) develop a documented action plan for the implementation of the recommendations.

6(6) An employer must review the assessment required by subregulation (1)—

- (a) at intervals not exceeding 24 months;
- (b) forthwith, if—
 - (i) the previous assessment is no longer valid;
 - (ii) there has been a change in a process involving an HBA;
 - (iii) there has been a change in the methods, plant or machinery, procedures in the use, handling, control or processing of an HBA;
 - (iv) an incident occurs involving an HBA; or
 - (v) medical surveillance reveals an adverse health effect, where an HBA is identified as a contributing factor. [Please note: numbering as in original.]

6(7) The employer must ensure that all employees, the relevant health and safety representative and health and safety committee are informed of the results of the risk assessment, who may comment thereon.

Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.



OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSa	Report on Health and Safety Specification and OHSa compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSa / Construction Regulations

Key:

OHSa – Occupational Health and Safety Act, 1993



ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	Please state details of Project Client, Project Manager / Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	Contractors Directory	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	A structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.



No	Item	Notes
14	Housekeeping, stacking and storage	Housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	Waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g., notice board.
22	Selection of Contractors Procedures	Principal contractor must state what health and safety procedures they will use to assess the competence and resources of their contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments.
31	Health & Safety File arrangements	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.



No	Item	Notes
32	Method Statements/Safe System of Works	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	Safety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatary Agreement	A 37.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	The Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.



ANNEXURE B – LEGAL APPOINTMENTS

The contractor shall make the following appointments, as required:

Chief Executive Officer (OSH Act 16(1))
Contract Director/Manager (OSH Act 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSH Act 9(2))
Competent Person – Confined Spaces (GAR 5(1))



ANNEXURE C - BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Asbestos Cement Pipes (Existing services)	Release of asbestos fibres	<ul style="list-style-type: none"> • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons, as applicable • damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
2.	Asbestos Cement Removal (Existing services)	Personnel falling from height Debris falling from height Falls of equipment or tools Release of asbestos fibres	<ul style="list-style-type: none"> • Notice to be erected informing personnel of fragile roofs, as applicable • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons and falls from height, as applicable • Roof sheets to be sprayed with water to prevent fibre release, where feasible • Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required under area of sheet removal to prevent injury from falls of material from height • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
3.	Asphalting	Fire Burns to skin Skin disease	<ul style="list-style-type: none"> • Suitable fire extinguisher to be in place prior to commencement of works • Ensure competent personnel using materials and competent and trained machinery/equipment operators • Ensure there is a safe place of work at all times • Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) including safety boots, reflective vests, and gloves • Health and Safety data sheet required •
4.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	<ul style="list-style-type: none"> • Use only trained personnel • Safe means of access to be provided • Safe/Suitable working platform required where working at height • PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination •



	HAZARD	RISK	MINIMUM CONTROL MEASURES
5.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	<ul style="list-style-type: none"> • Trained banksman to control vehicles movement • Only trained personnel use plant • Personal Protective Equipment to be worn • Personnel to stand clear as materials are being tipped • Use stop blocks and signs to warn vehicles of excavations, where applicable • Stand clear of plant whilst materials are being compacted • Establish position of underground services and protect services from damage
6.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> • Only trained and competent personnel to use the machine • Ensure operative wears steel toe cap shoes or boots at all times
7.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise, and Dust	<ul style="list-style-type: none"> • Only trained operators to use saw and change blades. • Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. • People to be kept away from the work area. • Work to cease if people have to pass. • Sparks, etc. to be directed away from people and any flammable material.
8.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> • Use competent personnel. • Hot works control- fire extinguisher, fire watchman. (Permit may be required) • PPE to include gloves, eye protection, hearing protection • Solid working position. • Clear working area • Correct grade of blade must be used. • Good ventilation to be provided (forced if necessary). • Changing of wheels to be by competent persons only • Cut off discs must not be used for grinding (grinding disc thicker) • Bystanders to wear hearing protection, as applicable
9.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> • Electric tools and installations to be in good condition • Inspect electric tools before use • Do not use electric tools in wet/damp conditions • Use personal protective equipment such as insulated gloves • Electrical installations register to be maintained, inspected by competent person
10.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	<ul style="list-style-type: none"> • Deep excavations / monitor air for toxic fumes • Prevent collapse by battering back sides to a safe angle or install temporary support • Protect vehicles from falling into excavations – provide barriers, signage, etc. as necessary • Beware of undermining of other structures (e.g., buildings, scaffolds) • Record excavation inspections by competent person on daily basis • Provide suitable means of access/egress in case of emergency. • Excavations formed by explosives must be accompanied by method statement approved by Client
11.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices



	HAZARD	RISK	MINIMUM CONTROL MEASURES
12.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
13.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> Ensure: Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safely Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE
14.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) Know what First Aid measures are Have welfare facilities available for washing of hands, etc.
15.	Hot Works	Burns to eyes or other parts of the body	<ul style="list-style-type: none"> Personal Protective Equipment to include eye, skin, and hearing protection Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
16.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	<ul style="list-style-type: none"> Impervious gloves and barrier cream to be used to protect hands. Personnel should be aware of safe manual handling techniques when handling kerbs.
17.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	<ul style="list-style-type: none"> Check test certificate Check examination certificate Check inspection have been carried out Check certificates for lifting equipment (chains, slings, shackles, etc.) Ensure lifting gear is rated to carry load (SWL) Ensure materials being lifted are properly packaged and slung. Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. Only trained banksmen to be used. The crane driver and the banksman are to ensure that the signals given are clearly understood.
18.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> Personnel should be aware of safe manual handling techniques Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. Ensure good housekeeping against tripping/fall hazards. Operative to get assistance if load too heavy- team lift if necessary. Utilise mechanical lifting and carrying aids where possible.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
			<ul style="list-style-type: none"> Personnel to ensure access equipment, ladders will take weight of operative and load being carried. Personnel to ensure item being carried is properly bonded or is not liable to break apart whilst being manually handled.
19.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> Barriers and signage to be in place Workers must warn away any members of public from the works Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public Traffic turning into site – traffic management and signage as required. Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible Refer to plant risk assessment for details on plant safety precautions NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
20.	Mobile Crane Erection and Dismantling and Use	Collapse of structure Overturning of structure Falling materials	<ul style="list-style-type: none"> Ensure emergency procedures are in place and all operatives are aware of the details Only use trained and competent operators for the erection and dismantling and use of cranes Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. Ensure there is safe means of access available at all times Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used Banksman to wear reflector vest to identify himself to the crane driver Ensure all personnel wear suitable and sufficient personal protective equipment Consider creating exclusion areas
21.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> Wear respiratory and hearing protection Dampen down and minimise dust where possible.
22.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	<ul style="list-style-type: none"> Maintain safe clearance levels Establish presence of any services via proper walk-through survey of site and/or means of service drawings Wear personal protective clothing Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services Obtain information on clearance levels from service provider
23.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	<ul style="list-style-type: none"> Implement traffic protection measures Trained and competent operators must be used Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. Medical certificates of fitness required for construction plant. Crossing of road by construction vehicles or machines must be limited to the practical minimum Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. Wear appropriate protective clothing/equipment, e.g., goggles, gloves, ear defenders, etc. as appropriate.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
24.	Road Construction (Reinstatement/Repair)	Risk of being struck by vehicles	<ul style="list-style-type: none"> • Ensure traffic management measures in place • No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. • Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. • Crossing of road by personnel must be limited to the practical minimum • Use of fencing or other barriers as appropriate •
25.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	<ul style="list-style-type: none"> • Ensure • scaffold is designed to take the imposed loads • scaffolding is constructed properly • scaffold is not overloaded • scaffolders are fully trained • scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis • scaffolders must adhere to the safe systems of work. • all fall arrest equipment to be checked and certified in good working order • that ALL understand the safe system of work •
26.	Shuttering Walls, Beams, Columns	Falling from height Falling materials from height Cuts and abrasions from splinters and nails	<ul style="list-style-type: none"> • Ensure all personnel wear the appropriate Personal Protective Equipment • Ensure at all times there is a safe working platform • Use only trained and competent personnel • If electrical tools are being used ensure they have been tested and safe to use • Ensure timber is de-nailed after use • Ensure safety standards are followed at all times • Ensure there is a safe means of access and egress at all times •
27.	Site Establishment	Injuries during off-loading Damage to property Containers toppling over or slipping due to inclines	<ul style="list-style-type: none"> • The area must be closed off to prevent unauthorised access and warning signage must be displayed. • Loads being lifted must be properly secured to prevent it from falling, see lifting risk assessment. • Safe access and egress must be available. • All tools and equipment must be in a safe condition. • All lay down areas must be levelled as much as possible to prevent rolling and the containers from moving due to erosion. • Traffic management signage must be displayed as required. • Employees must be competent to perform their duties. • Competent supervision must be present at all times during off-loading. • Traffic management measures must be in place where off-loading is done close to public areas. • Safe manual handling procedures must be followed, see the manual handling risk assessment. • PPE • High visibility clothing, gloves, hard hats and safety shoes
28.	Site Strip	Overtuning Vehicles	<ul style="list-style-type: none"> • Follow standard safety procedures • Only use trained and competent personnel • Ensure there is a suitable and safe means of access and egress • Ensure banksman used when required • Ensure all personnel wear suitable reflector vests as required



	HAZARD	RISK	MINIMUM CONTROL MEASURES
29.	Snakes	Snake bite	<ul style="list-style-type: none"> • Qualified first aider required for site who can treat snakebite • Snake bite kit to be on hand • Check area before working • Find out nearest hospital and get emergency telephone numbers.
30.	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	<ul style="list-style-type: none"> • Adhere to all general precautions for working at height (See risk assessment below) • Barrier off / exclude area below work • All lifting appliances to be examined and inspected • Inspection register in place and up to date • All personnel to be trained and competent and wear clipped on safety harnessed when working at height • Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. • Competent persons only to connect loads and direct plant
31.	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling form height	<ul style="list-style-type: none"> • PPE must include safety boots and goggles • Manual handling training may be required • Care to be taken when working near overhead lines • Use only trained personnel • Provide safe means of access • Maintain and regularly inspect all lifting appliances and equipment • Cap starter bars to prevent injuries where feasible • Construct scaffold walk ways to cross reinforcing mesh, as required
32.	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	<ul style="list-style-type: none"> • Wear personal protective equipment such as gloves and goggles • Formwork must be built by trained person and be inspected by competent person and results entered into register on site
33.	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	<p>Ensure</p> <ul style="list-style-type: none"> • Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence • An enclosed vehicle must be used for transport of the gauge • After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed • Warning signage to be displayed at entrance to store indicating presence of radioactive material • Wear reflective vests when working in or near the road or road shoulder as well as any other required personal protective clothing.
34.	Underground Services (existing services)	Striking of buried services	<ul style="list-style-type: none"> • Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g., Municipality or ESKOM) when planning work. • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. • Comply with the requirements of the safe system of work for underground services. • Where available, locate services with a locator • Hand dig around services
35.	Working at Height	Personnel falling form height Falling debris Those beneath being injured	<ul style="list-style-type: none"> • All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment



	HAZARD	RISK	MINIMUM CONTROL MEASURES
			<ul style="list-style-type: none"> All access equipment must have full toe boards and guardrails - comply with SANS 10085-1:2024 on erection, use and dismantling of scaffolding No access equipment may be loaded above the level of the guardrail No access equipment to be loaded above its safe working load Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times All fall arrest equipment to be correctly maintained Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°
36.	Work over or next to Water	Drowning	<ul style="list-style-type: none"> Evaluate depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harnesses, etc. When working on river/harbour/dam edge - erect life saving devices and barriers to protect workers and vehicles (stop blocks may also be required). Only trained and competent persons to be used.
37.	Hazardous Biological Agents	Serious health effects Fatality Pandemic Epidemic	<ul style="list-style-type: none"> Any person who is or might be exposed to HBAs must obey any lawful instruction given by or on behalf of the employer or a self-employed person regarding— (a) the prevention of an uncontrolled release of an HBA; (b) the adherence to instructions regarding environmental and health practices, personal hygiene and good housekeeping; (c) the appropriate use of personal protective equipment and clothing as prescribed by the HBA Regulations and the documented risk assessment; (d) the appropriate wearing of personal samplers, when necessary, to measure personal exposure to airborne HBAs; (e) the disposal of materials containing HBAs and the disinfection and decontamination of any workplace contaminated by an HBA; (f) the reporting during normal working hours for such medical examination or tests as contemplated in the HBA regulations and (g) information, instruction and training as contemplated in the HBA regulations. Any person must immediately report to the employer, the health and safety representative or selfemployed person any possible exposure to an HBA at the workplace.



ANNEXURE D – GUIDELINES TO HEALTH AND SAFETY BILL OF QUANTITIES

DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Preparation of principal contractor's site-specific health and safety plan, safety file, risk assessments, fall prevention/protection plan, Annexure 2 notification to Dept of Labour, demolition method statement, other method statements requested to be prepared for safety reasons, permits, amendments to safety plan during course of project, traffic management / accommodation plans, and any other legally required health and safety documentation	Lump sum	Lump sum			
Provision of safety documentation required of the principal contractor for Construction Work Permit application by the safety agent of Dept of Labour, if applicable (note section 2.4 of this safety specification document)	Lump sum	Lump sum			
Provision of current workman's compensation cover for employees for the project, and ensuring that contractors appointed have such cover too	Lump sum	Lump sum			
Health and safety management of principal contractor's employees, visitors, and contractors' employees on site.	Lump sum	Lump sum			
Provision of full time Construction Manager for site, provision of Alternate Construction Manager in absence of Construction Manager and provision of sufficient safety supervision on site	Lump sum	Lump sum			
Provision of full time/ part time SACPCMP registered Construction Health & Safety Officer for site (refer to safety specification for full time / part time requirement) and preparation of safety reports after each safety inspection	Lump sum	Lump sum			
Competence assessment, appointment and required competence and safety training of all principal contractor's legally required appointments for site	Lump sum	Lump sum			
Maintenance of principal contractor's plant and equipment on site so as to be in safe condition, including inspection registers, inspections by competent persons, thorough examination certificates, hand over certificates and related documentation	Lump sum	monthly			
Provision of general safety signage (e.g., first aid, firefighting, traffic safety, excavations, PPE, Assembly Point, noise zones, etc.)	Lump sum	monthly			



DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Provision of medical certificates of fitness for employees on site (Annexure 3)	Lump sum	Lump sum			
Provision of personal protective equipment (PPE) by principal contractor to employees and, as applicable, visitors to site, incl. <ul style="list-style-type: none"> • reflective vests • hard hats • protective footwear • hearing protection • respiratory protection • safety eyewear • gloves • overalls • Safety harnesses and lanyards • Sunblock • UV Protective clothing / hats / eye wear • Protective thermal wear (heat / wind / cold / rain) • Protective firefighting clothing • Arc flash and electrical protective clothing 	Lump sum	Lump sum			
Provision of Fall Prevention and Protection Equipment including. <ul style="list-style-type: none"> • Rope • Lifelines & Self-Retracting Lifelines (SRL) • Anchor Points • Warning Lines & Area demarcation • Fall Arrest Accessories • Fall Rescue Equipment • Passive Fall Protection Equipment • Confined Space Rescue and Retrieval (In elevated work situations) • Etc. 	Lump sum	Lump sum			
Provision of Confined Space work equipment & Training <ul style="list-style-type: none"> • Training • Air Monitoring Equipment • Ventilation Equipment • Entry Equipment • Personal Protective Equipment • Confined Space Rescue and Retrieval Equipment • Communication Equipment • Etc. 	Lump sum	Lump sum			
Holding of safety meetings with safety representatives and safety officers on site on at least monthly basis	Lump sum	monthly			



DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Principal contractor construction safety management attendance at health and safety meetings called by client, professional team, or safety agent	Lump sum	monthly			
Provision of site-specific health and safety induction training for all on site	Lump sum	Lump sum			
Conducting of toolbox talks to employees on health and safety issues on a weekly basis	Lump sum	Lump sum			
Provision of sufficient First Aiders for site as per legal requirements	Lump sum	Lump sum			
Provision of First Aid Boxes for site as per legal requirements	Lump sum	Lump sum			
Provision of sufficient fire extinguishing equipment for site	Lump sum	Lump sum			
Fire drills on site at least 6-monthly basis for duration of project	Lump sum	Lump sum			
Provision of welfare facilities for site (drinking water, toilets, soap, means of drying hands, toilets paper, sheltered eating areas, etc.)	Lump sum	Lump sum			
Provision for safe disposal of waste, spill kits, safe housekeeping, and storage practices	Lump sum	Lump sum			
Provision of leading-edge protection, covers to prevent falls	Lump sum	Lump sum			
Provision of fencing at site camp and to protect excavations	Lump sum	Lump sum			
Compilation of consolidated Safety File at Close Out stage and handover of file to safety agent in hard copy or digital format	Lump sum	Lump sum			
Supply of safety caps on all exposed re-bar	Lump sum	Lump sum			
Any other compliance item in site specific safety specification issued by project client/ safety agent with potential cost implication	Lump sum	Lump sum			
• Item 1					
• Item 2					
• Item 3					
• Item 4					
• Item 5					
Principal contractor's general compliance with respect to the Occupational Health and Safety Act, Construction and other health and safety Regulations apart from other provisions in this bill.	Lump sum	Lump sum			
SUMMARY TOTAL OHS COST PROVISION					

Annexure D – Environmental Requirements

Minimal disturbance to environment

The area must still be disturbed as little as possible and environmental control measures implemented.

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the contract. Roads used for transporting material shall be kept clean, and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rate for the relevant items.

Stacking of any vegetation on-site is not allowed, as this is a possible fire-hazard.

Site maintenance

During the progress of the work upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction.

Environmental Management Plan (EMP)

The EMP must be adhered to at all times during construction, as attached to this document.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Annexure E – Drawings

The drawings are attached in order to give an overview of the project. Additional construction drawings will, in terms of the General Conditions of Contract, be issued to the Contractor by the Employer’s Agent/Employer on the commencement date and from time to time as required.

The Works shall be carried out in accordance with the drawings listed in C3.5 and attached under Annexure E of the tender documents and included in Volume 4: Drawings and form part of the contract documents.

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

The Contractor will be supplied with 3 unreduced paper prints of each of the drawings required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.

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

All information in the possession of the Contractor, which the Employer’s Agent requires to complete his record drawings shall be supplied to the Employer’s Agent’s Representative before a certificate of completion will be issued.

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

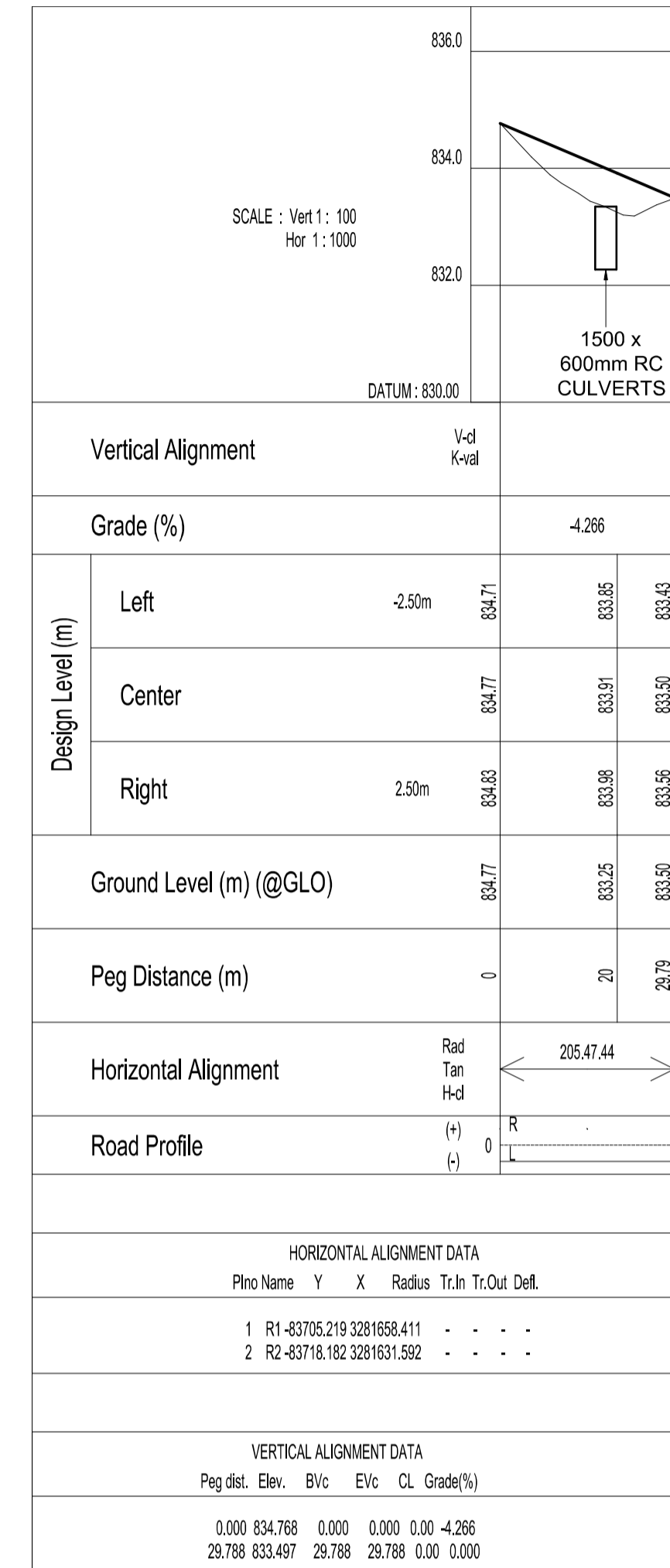
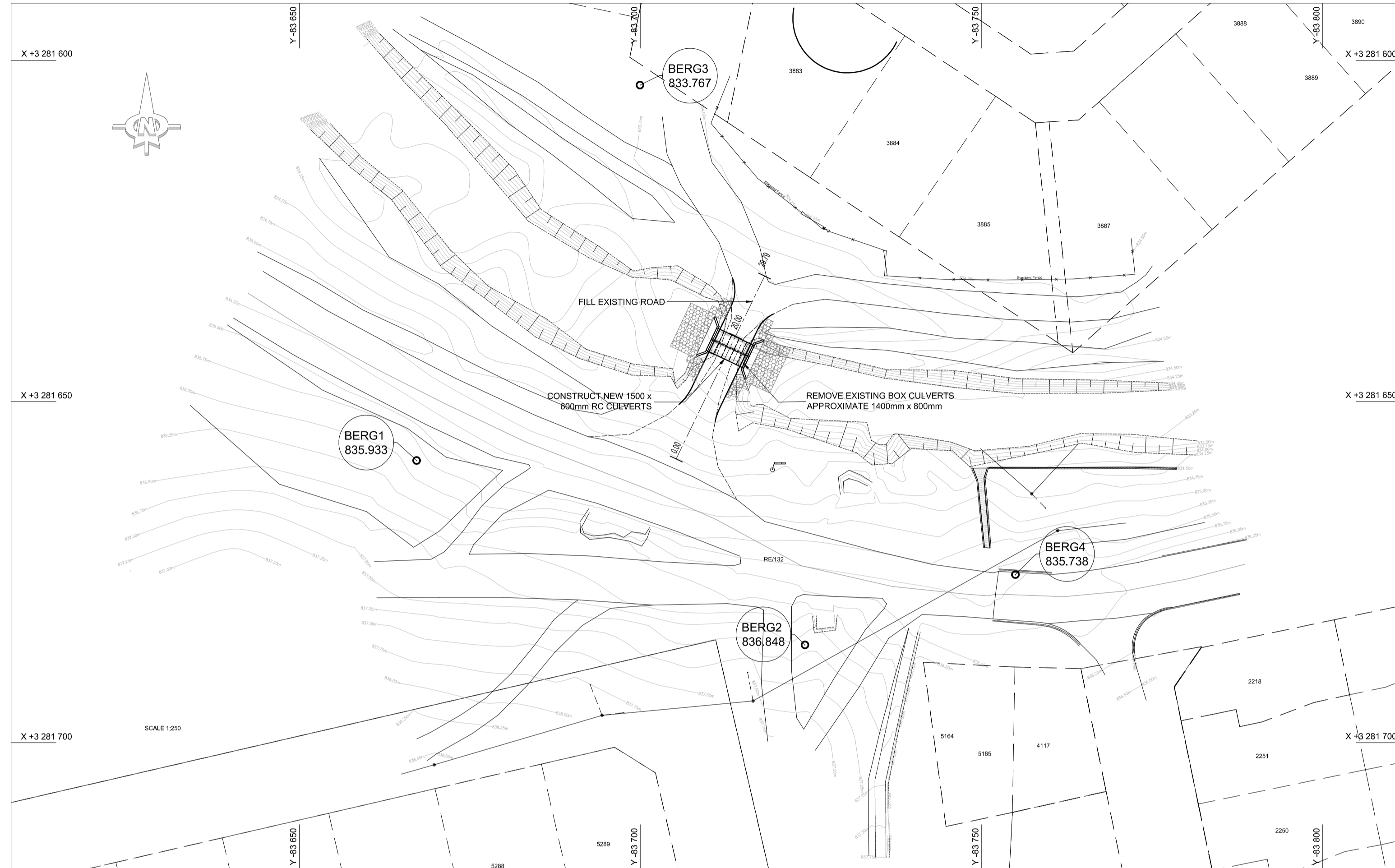
DRAWING NO.	TITLE
UDS777-C-01	Site layout and longitudinal section
UDS777-C-02	Culvert layout plan
UDS777-C-03	Reinforcing layout
UDS777-C-04	Widening of existing river crossing
UDS777-C-05	Typical details
UDS777-C-06	Site layout and longitudinal section
UDS777-C-07	Culvert layout plan
UDS777-C-08	Reinforcing layout
UDS777-C-09	Site layout and longitudinal section
UDS777-C-10	Culvert layout plan
UDS777-C-11	Reinforcing layout
UDS777-C-12	Guard rail detail

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



NOTES

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- THE EXACT POSITION AND LEVEL, BOTH INVERT AND COVER WHERE APPLICABLE, MUST BE RECORDED AND THE SERVICE MUST BE PROTECTED FOR THE DURATION OF THE CONSTRUCTION PERIOD. THIS INCLUDED TELKOM POLES, EXISTING FENCES AND ELECTRICAL POLES.
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- RELEVANT AUTHORITIES TO BE CONTACTED BY CONTRACTOR TO IDENTIFY ALL EXISTING SERVICES ON SITE PRIOR TO CONSTRUCTION.



Control Points (WGS84)				
Name	Y Coordinate	X Coordinate	Elevation (m)	Description
BERG1	43 667.169	3 281 656.637	835.933	12MM PEG IN CONCRETE
BERG2	43 724.100	3 281 686.659	836.848	12MM PEG IN CONCRETE
BERG3	43 698.914	3 281 633.815	833.767	12MM PEG IN CONCRETE
BERG4	43 734.947	3 281 675.981	835.738	12MM PEG IN CONCRETE

Wysigling Amend.	Datum	Beskrywing - Description
00	07/02/2025	FOR TENDER PURPOSES

11 Electron Street
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F +27 (0)86 523 8227
info@udsafrika.co.za

Op gemeent Surveyed	JB SUR	Geteken Signed	Ingenieur - Engineer
Ontwerp Designed	RS	Datum Date	
Geteken Drawn	RS	Geteken Signed	Kliënt - Client
Nagesien Checked		Datum Date	

Kliënt - Client
NAMA KHOI LOCAL MUNICIPALITY

Projek - Project
FLOOD DAMAGE REPAIRS:
BERGSIG CULVERTS

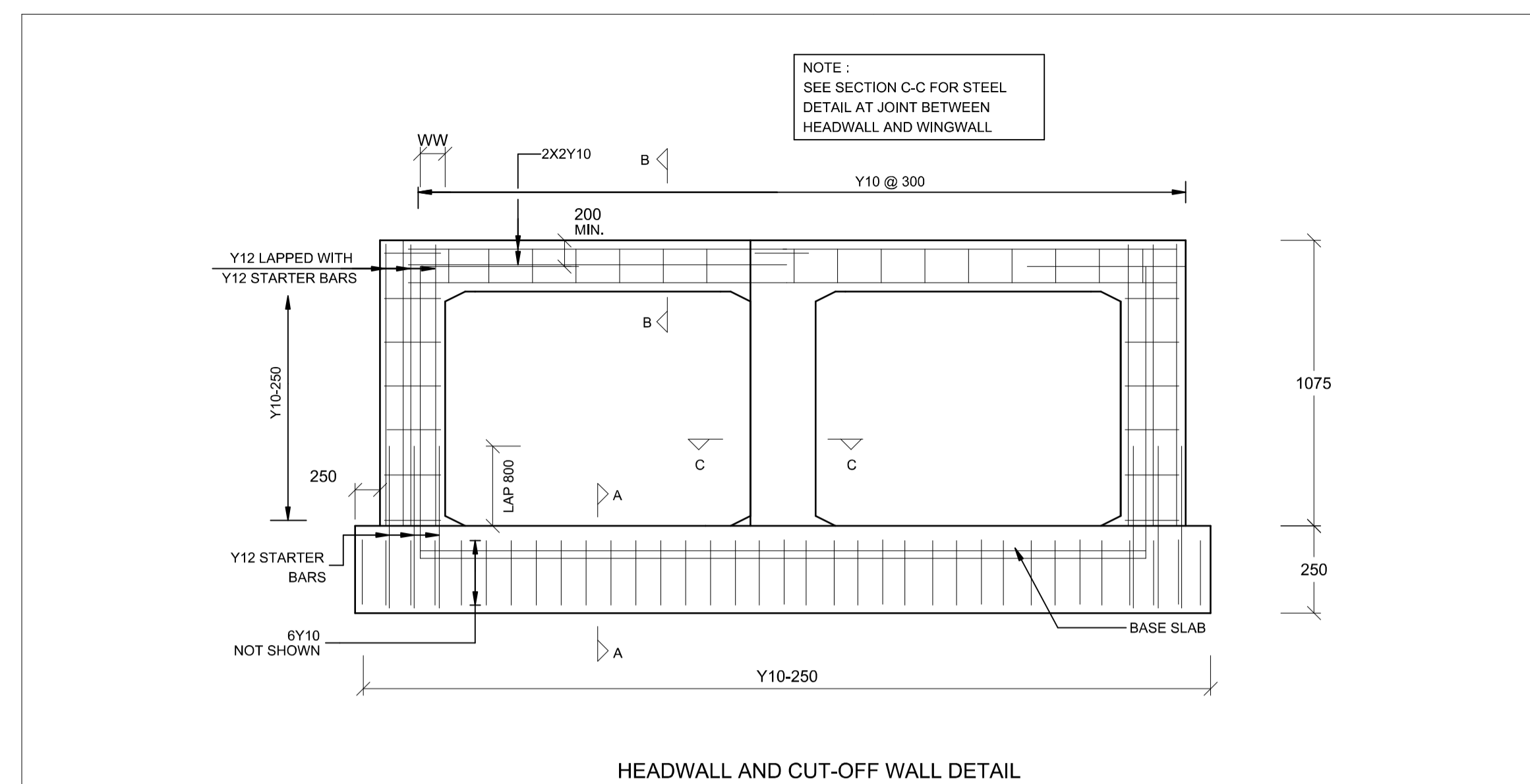
Planbeskrywing - Plan Description
SITE LAYOUT AND LONGITUDINAL SECTION

Skaal - Scale
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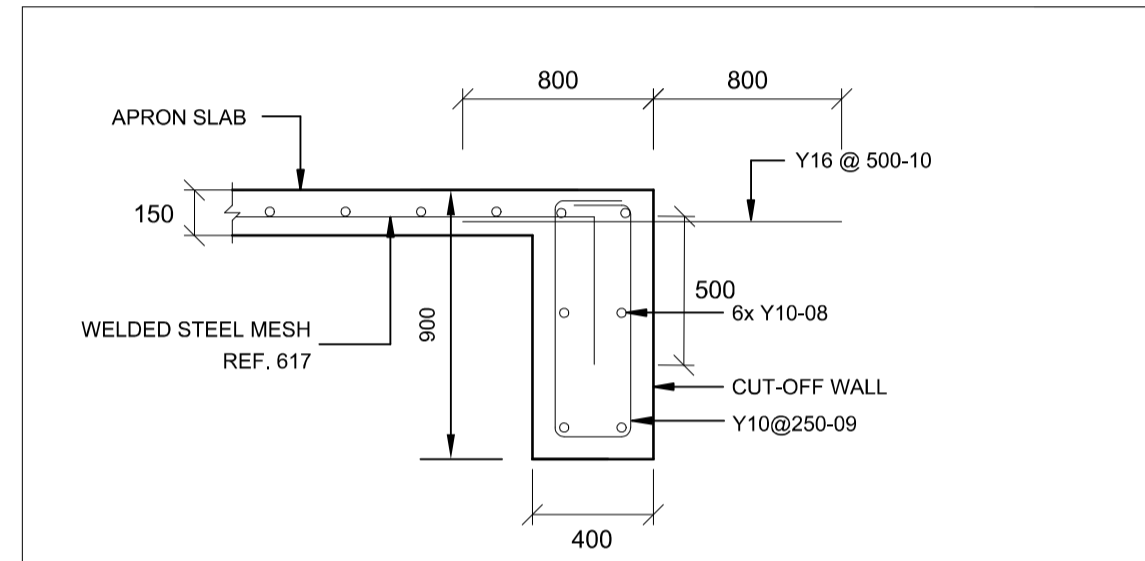
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FEBRUARY 2025

Plannommer - Plan number
UDS777/C/01

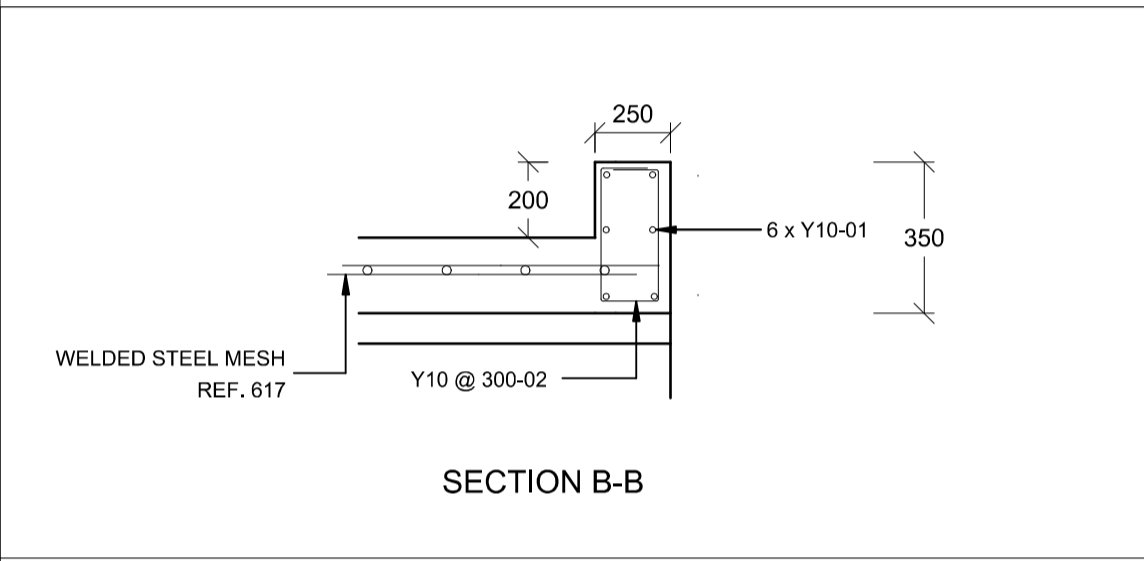
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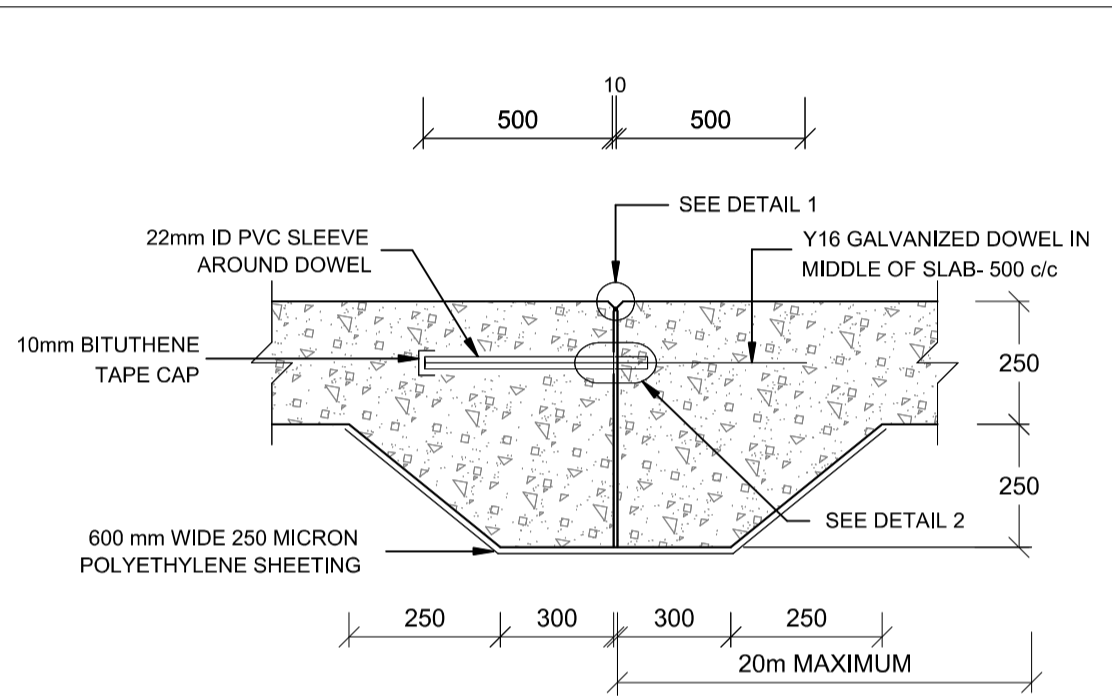
HEADWALL AND CUT-OFF WALL DETAIL



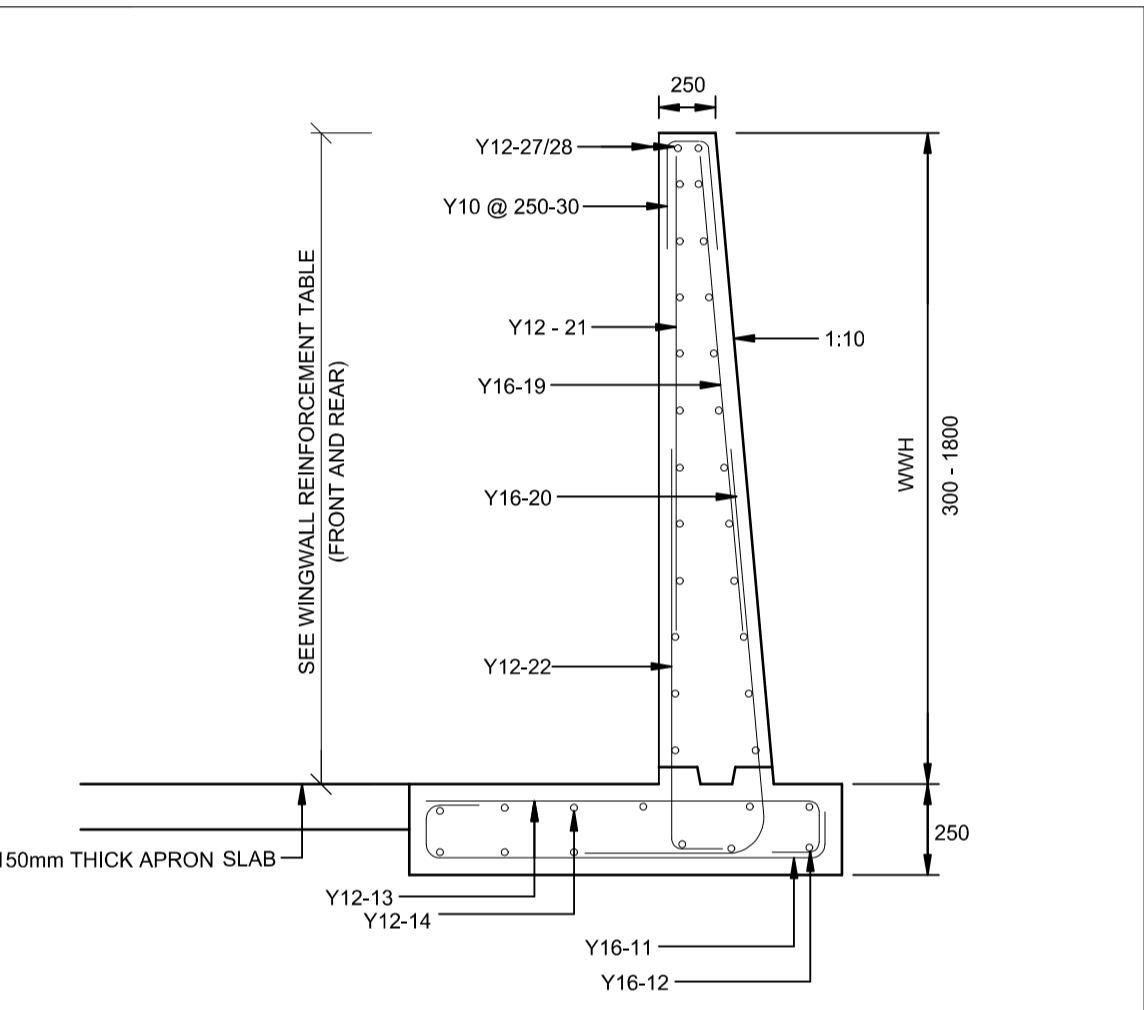
APRON SLAB AND CUT-OFF WALL DETAIL



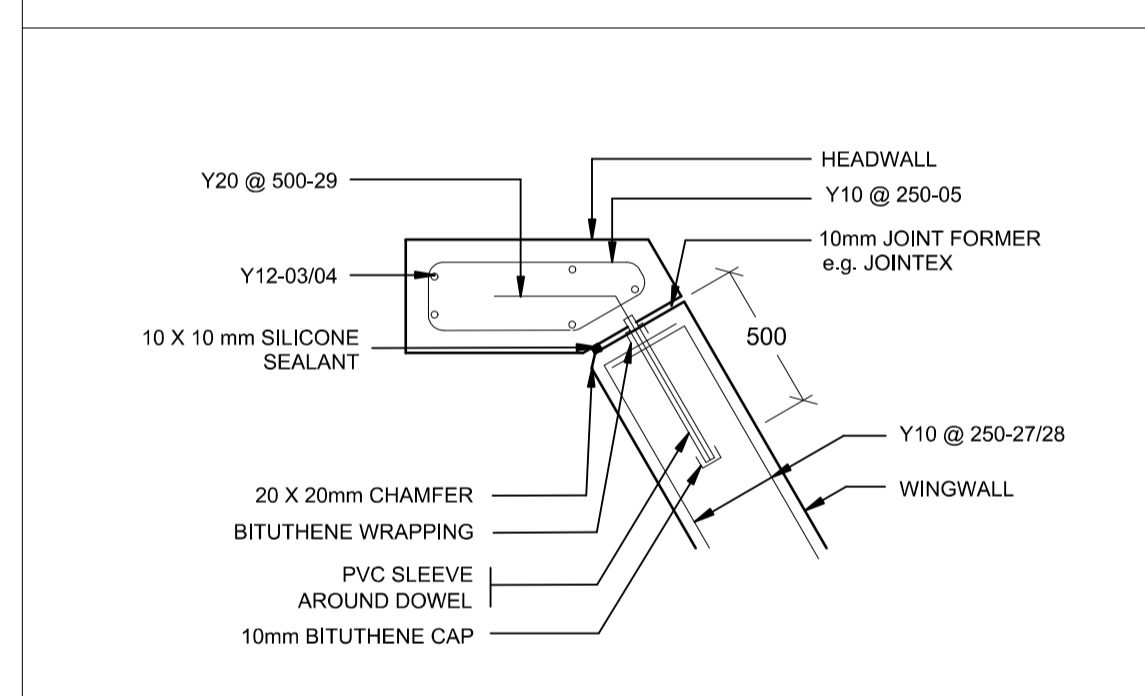
SECTION B-B



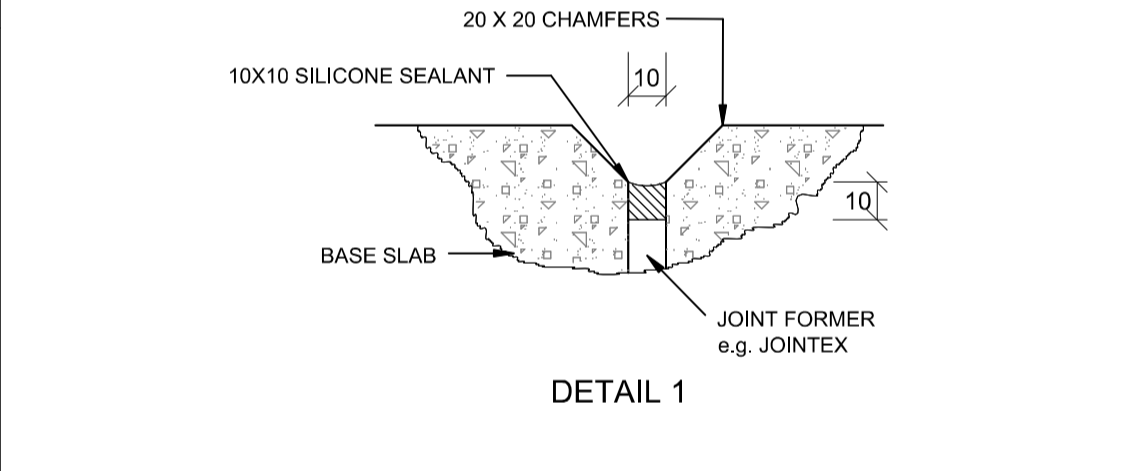
JOINTS IN BASE SLAB (TRANSVERSE)



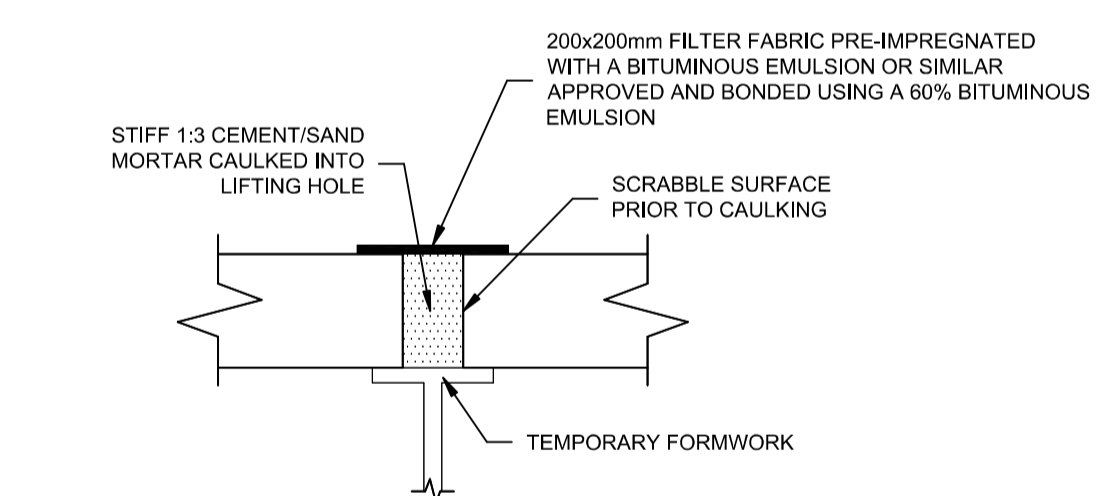
SECTION D-D



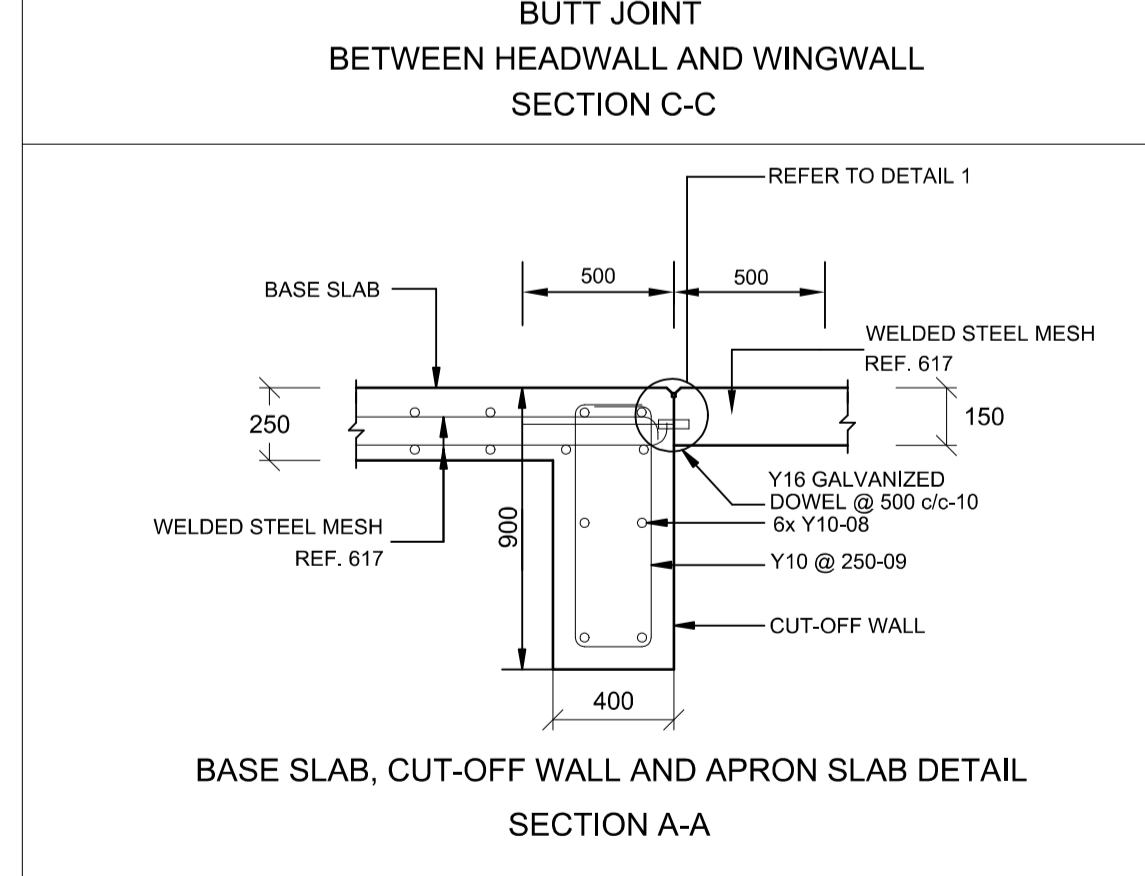
BUTT JOINT BETWEEN HEADWALL AND WINGWALL SECTION C-C



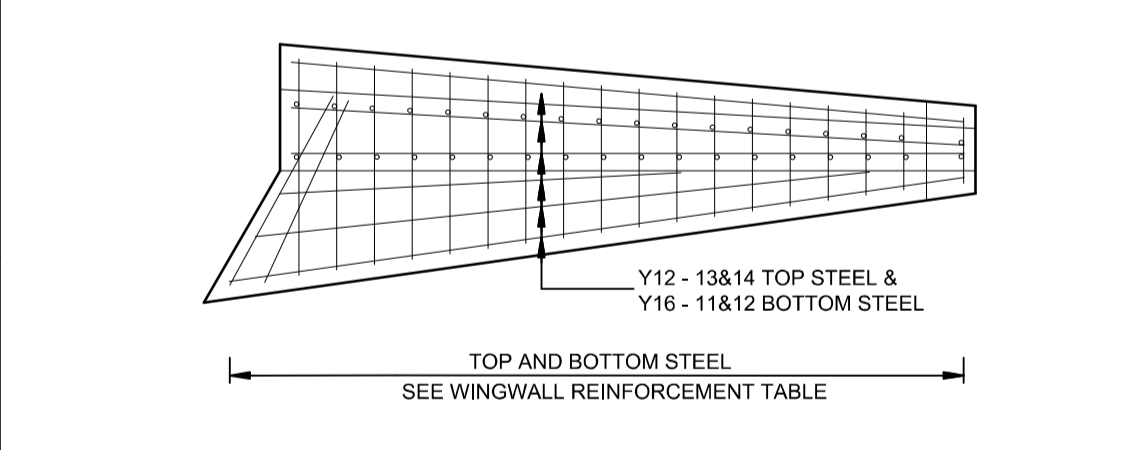
DETAIL 1



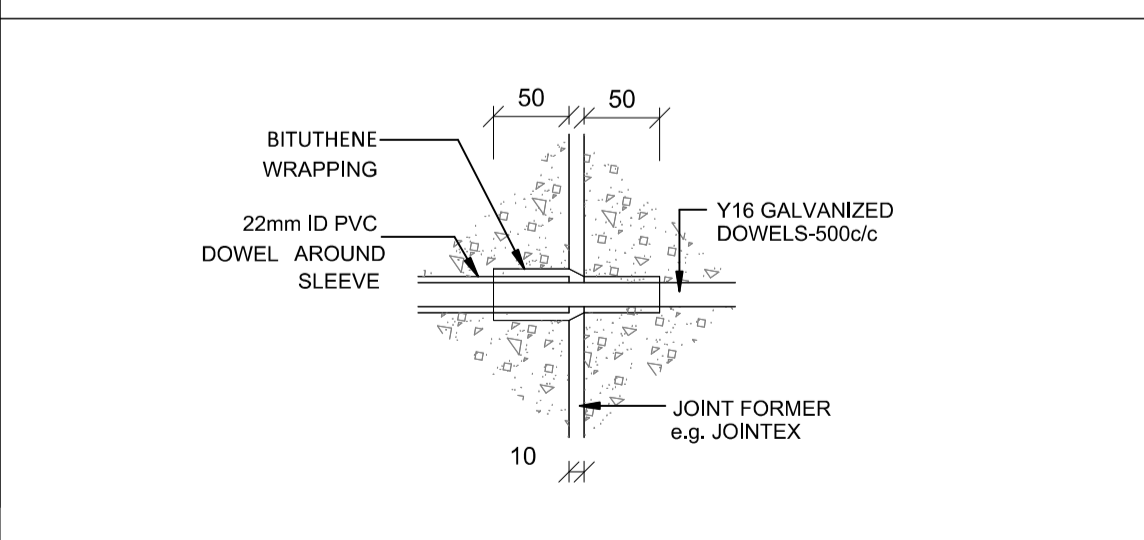
TYPICAL DETAIL FOR SEALING LIFTING HOLES



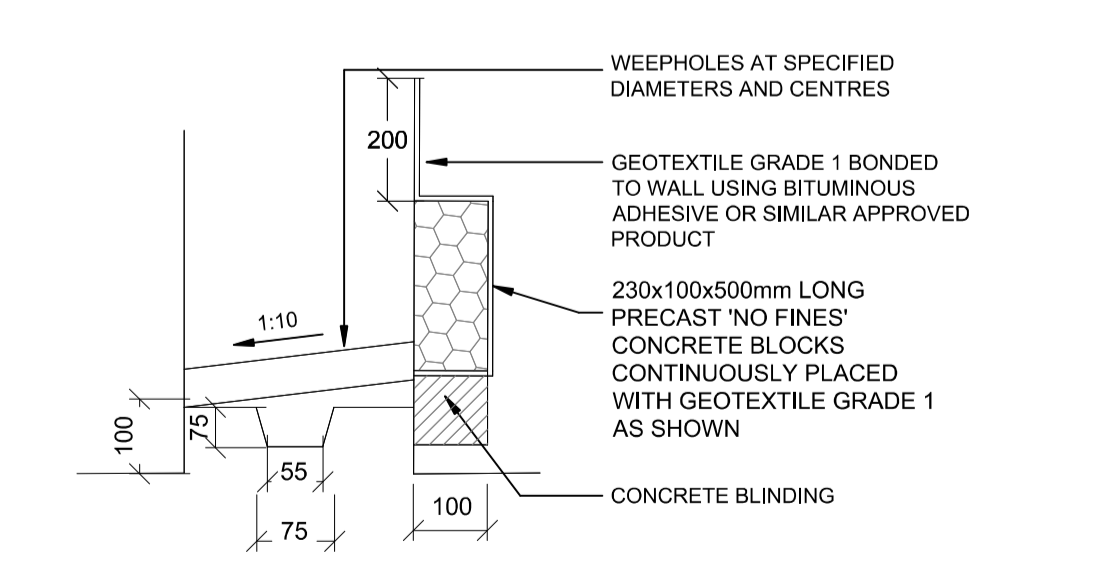
BASE SLAB, CUT-OFF WALL AND APRON SLAB DETAIL SECTION A-A



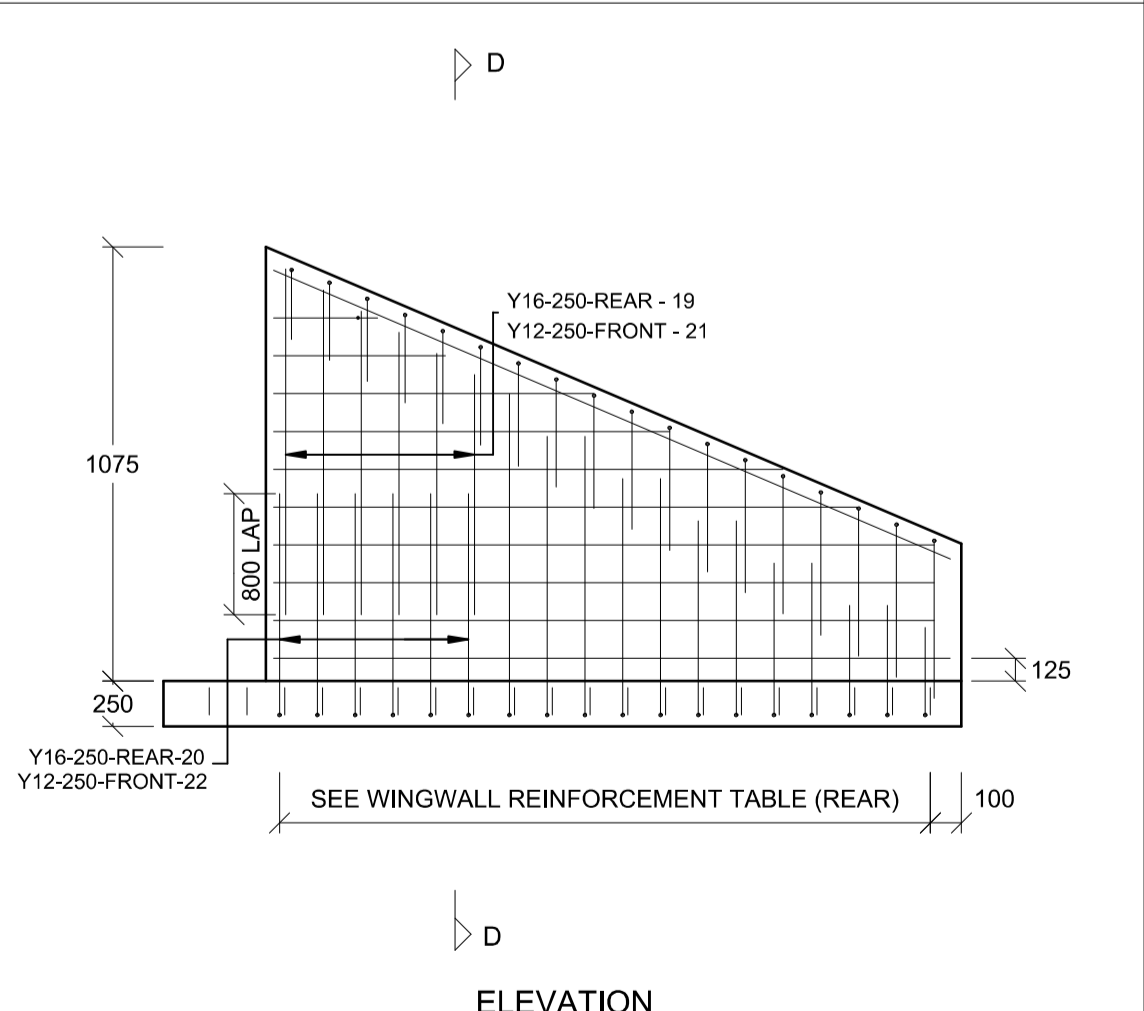
WINGWALL FOUNDATION PLAN



DETAIL 2



WEEPHOLE DETAIL



ELEVATION

WINGWALL REINFORCEMENT				
WWH	TRANSVERSE STEEL	VERTICAL REAR WALL STEEL	FOOTING TOP STEEL	FOOTING BOTTOM STEEL
300 - 1800	Y12 @ 200	Y12 @ 250	Y12 @ 250	Y16 @ 250

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Wysigling Amend.	Datum Date	Beskrywing - Description

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NAMA KHOI LOCAL MUNICIPALITY

Projek - Project

FLOOD DAMAGE REPAIRS: BERGSIG CULVERTS

Planbeskrywing - Plan Description

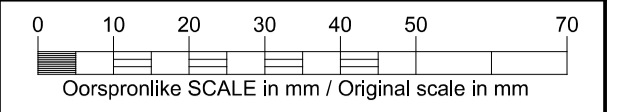
REINFORCING LAYOUT

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NOT TO SCALE (A1)

Datum - Date
FEBRUARY 2025

Plannommer - Plan number
UDS777/C/03

Wysigling Amendment					
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Control Points (WGS84)				
Name	Y Coordinate	X Coordinate	Elevation (m)	Description
BR7	-58 553,734	+3 284 112,872	181,785	12MM PEG IN CONCRETE
BR8	-58 536,941	+3 284 911,631	180,288	12MM PEG IN CONCRETE
BR9	-58 471,513	+3 283 854,482	182,854	12MM PEG IN CONCRETE

X +3 283 900

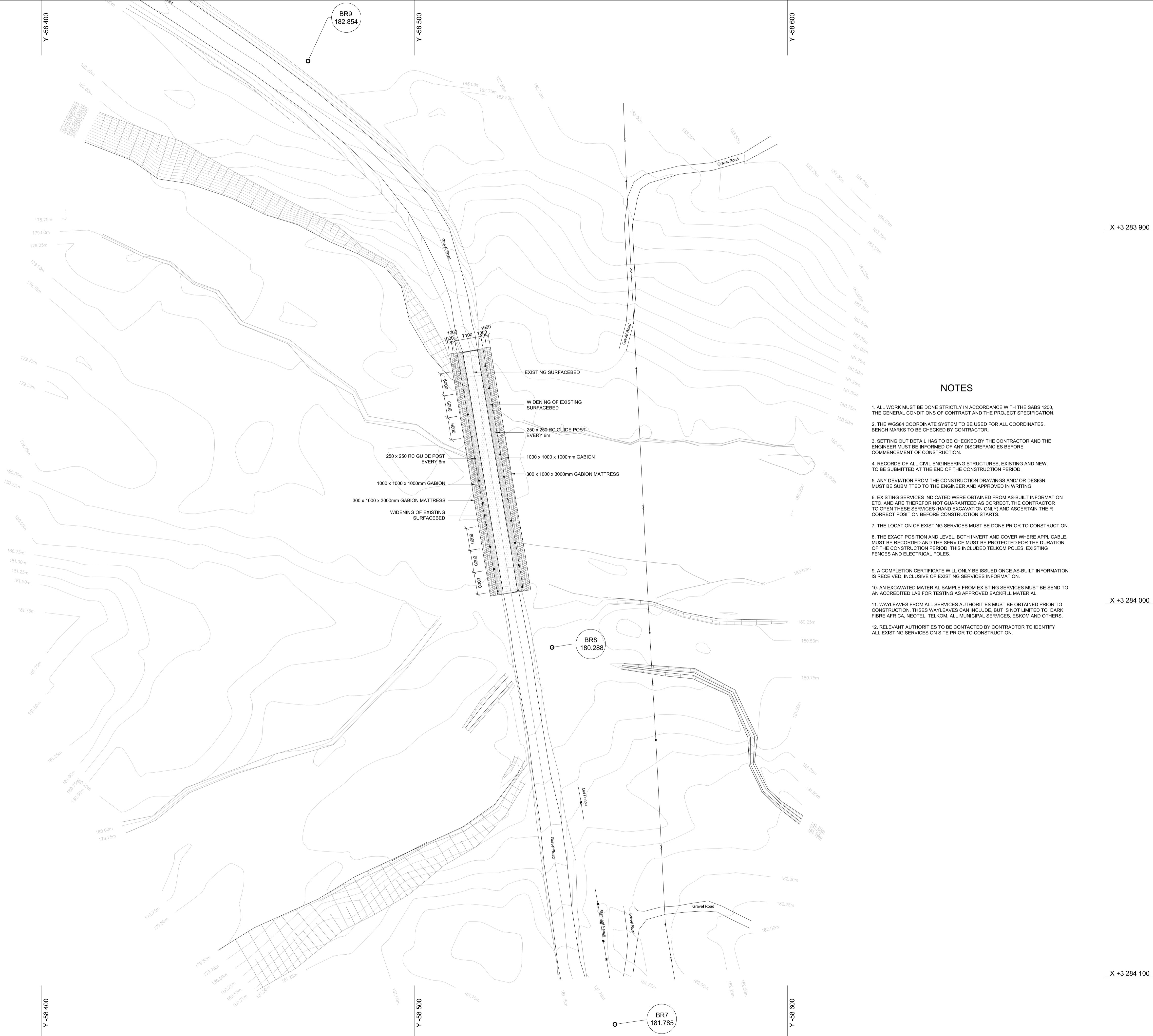
X +3 283 900

X +3 284 000

X +3 284 000

X +3 284 100

X +3 284 100



NOTES

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uds africa

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Geteken Drawn	RS	Kliënt - Client
Nagesien Checked		Geteken Signed Datum Date

Kliënt - Client

NAMA KHOI LOCAL MUNICIPALITY

Projek - Project

**FLOOD DAMAGE REPAIRS:
BUFFELSRIVIER CROSSING**

Planbeskrywing - Plan Description

**WIDENING OF EXISTING
RIVER CROSSING PLAN
LAYOUT**

Skaal - Scale

1:AS SHOWN (A1)

Datum - Date

FEBRUARY 2025

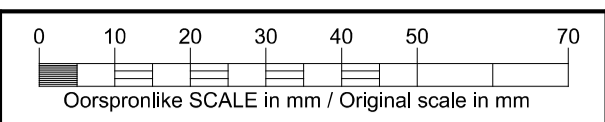
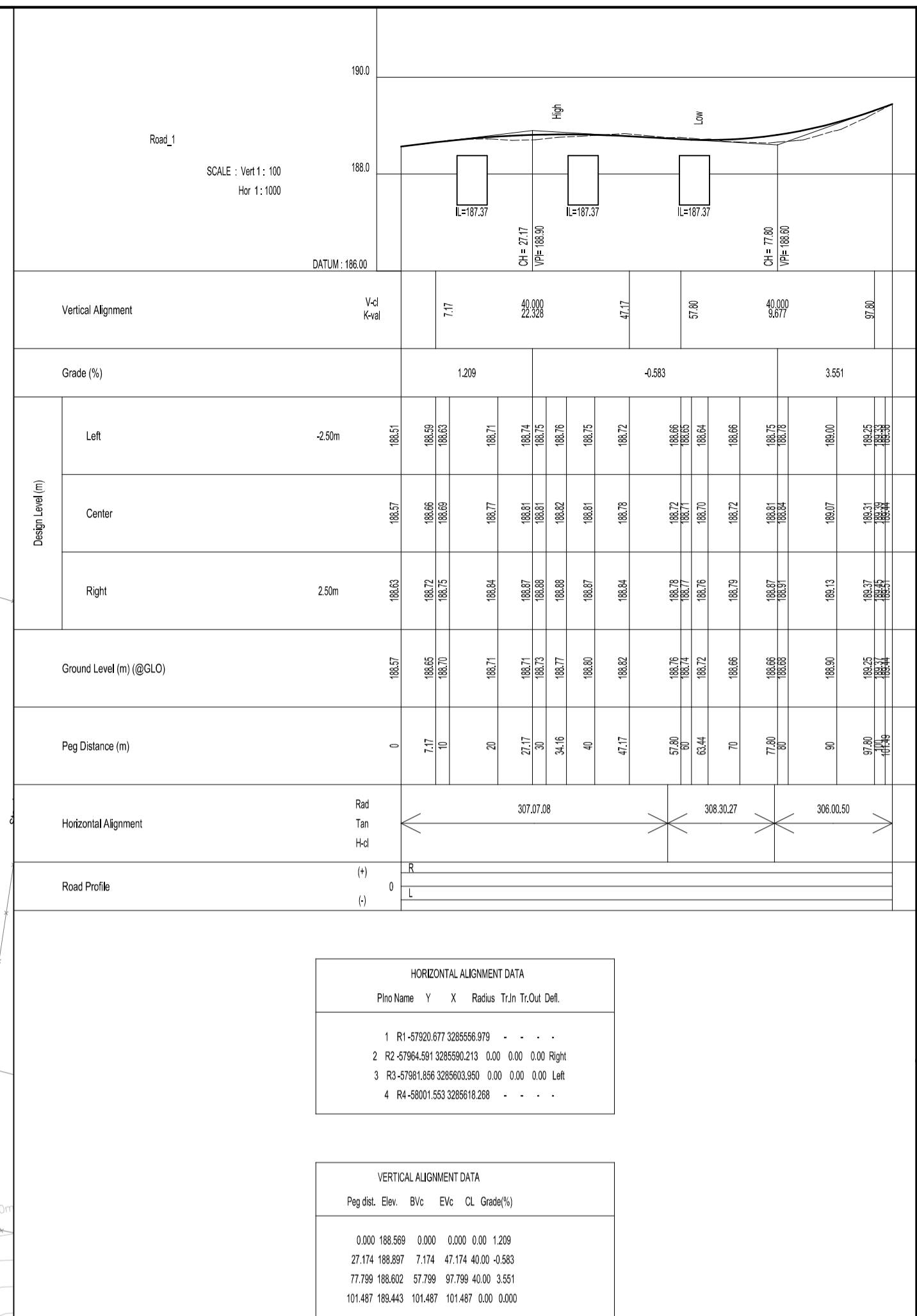
Plannommer - Plan number

UDS777IC/04

Wysiging Amendment



Control Points (WGS84)					
#	Name	Y Coordinate	X Coordinate	Elevation (msl)	Description
BR1		-57 869.085	+3 285 536.949	192.693	12MM PEG IN CONCRETE
BR2		-57 921.187	+3 285 560.572	188.647	12MM PEG IN CONCRETE
BR3		-57 963.118	+3 285 594.639	188.656	12MM PEG IN CONCRETE
BR4		-58 004.530	+3 285 617.070	189.516	12MM PEG IN BRICKPAVING
BR5		-58 051.652	+3 285 658.091	190.503	12MM PEG IN BRICKPAVING



00	07/02/2025	FOR TENDER PURPOSES
Wysliging Amend.	Datum Date	Beskrywing - Description

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Techno Park
Stellenbosch

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V&A Waterfront
8002

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F +27 (0)85 523 8227
info@udsafrika.co.za

Opgemeet	JB SUR	Ingenieur - Engineer
Surveyed	Geteken	Signed
Ontwerp	RS	Datum Date
Designed	RS	Kliënt - Client
Geteken	Geteken	Signed
Drawn	Datum Date	
Nagesien		
Checked		

Kliënt - Client

NAMA KHOI LOCAL MUNICIPALITY

Projek - Project

**FLOOD DAMAGE REPAIRS:
BUFFELS RIVER CULVERT**

Planbeskrywing - Plan Description

**SITE LAYOUT AND
LONGITUDINAL SECTION**

Skaal - Scale

NOT TO SCALE (A1)

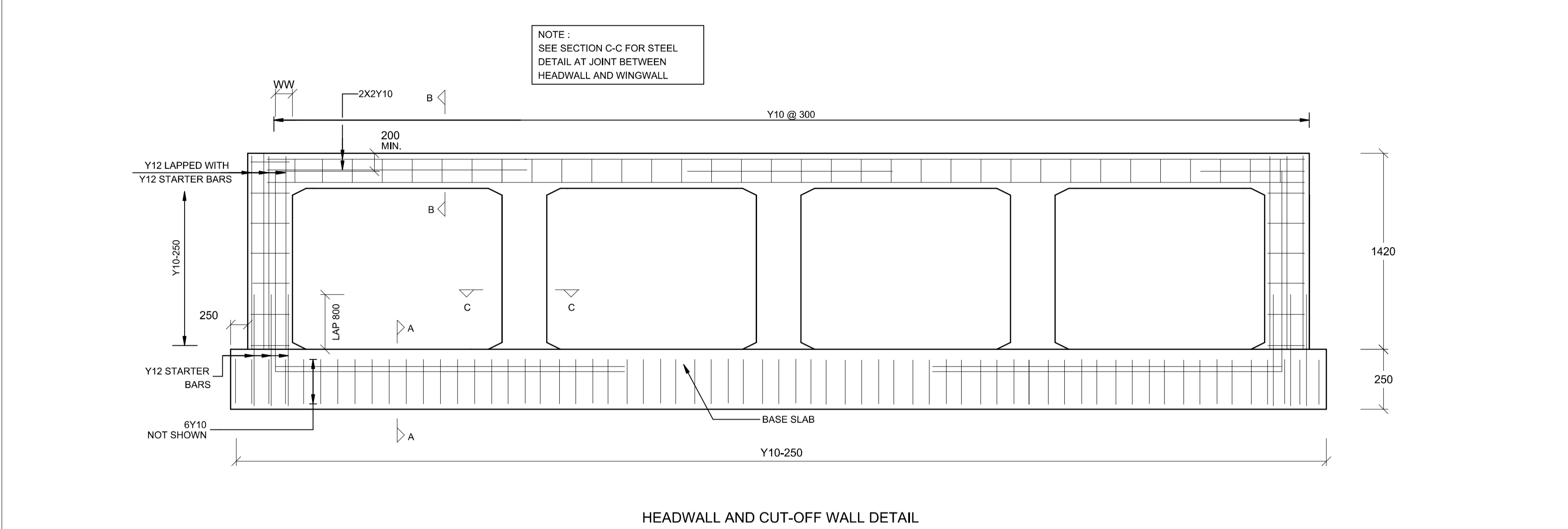
Datum - Date

FEBRUARY 2025

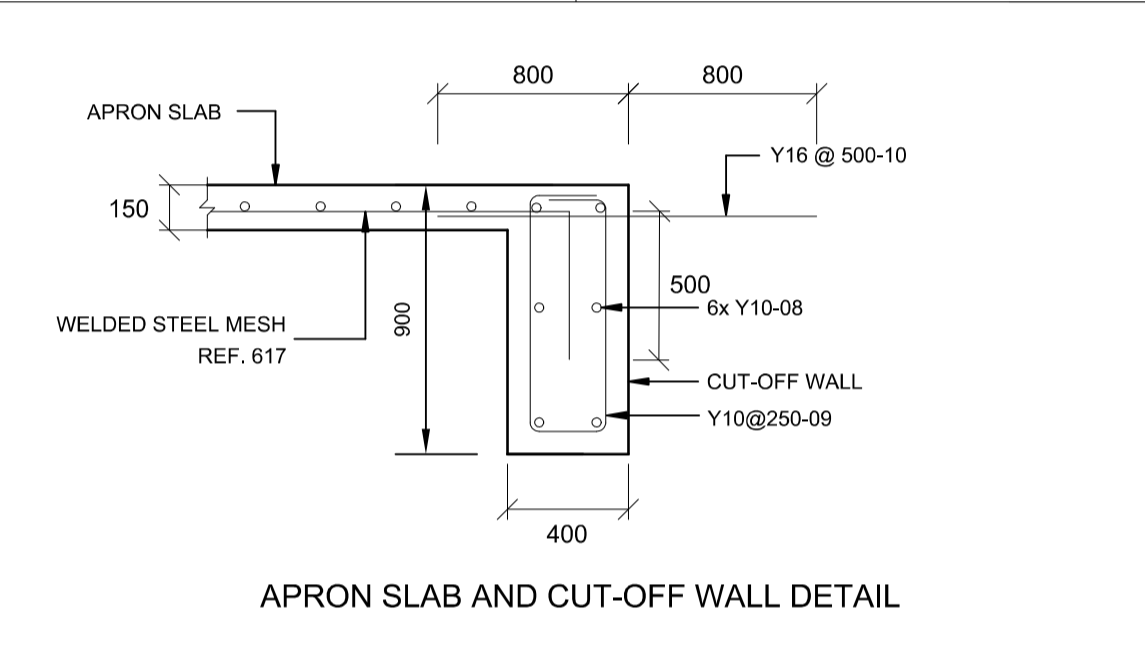
Plannommer - Plan number

UDS777/C/06

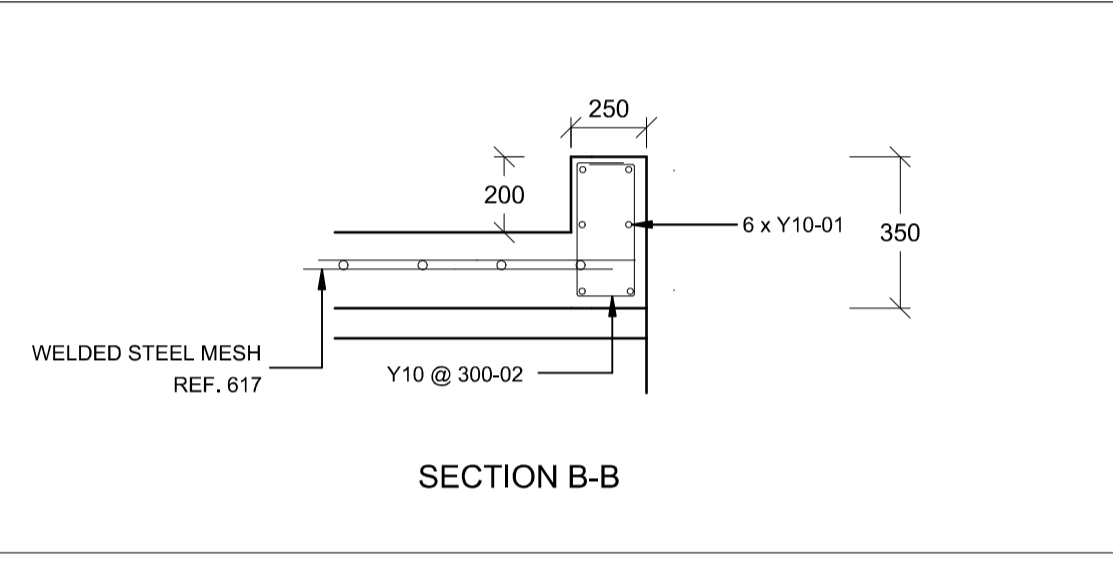
Wysliging Amendement



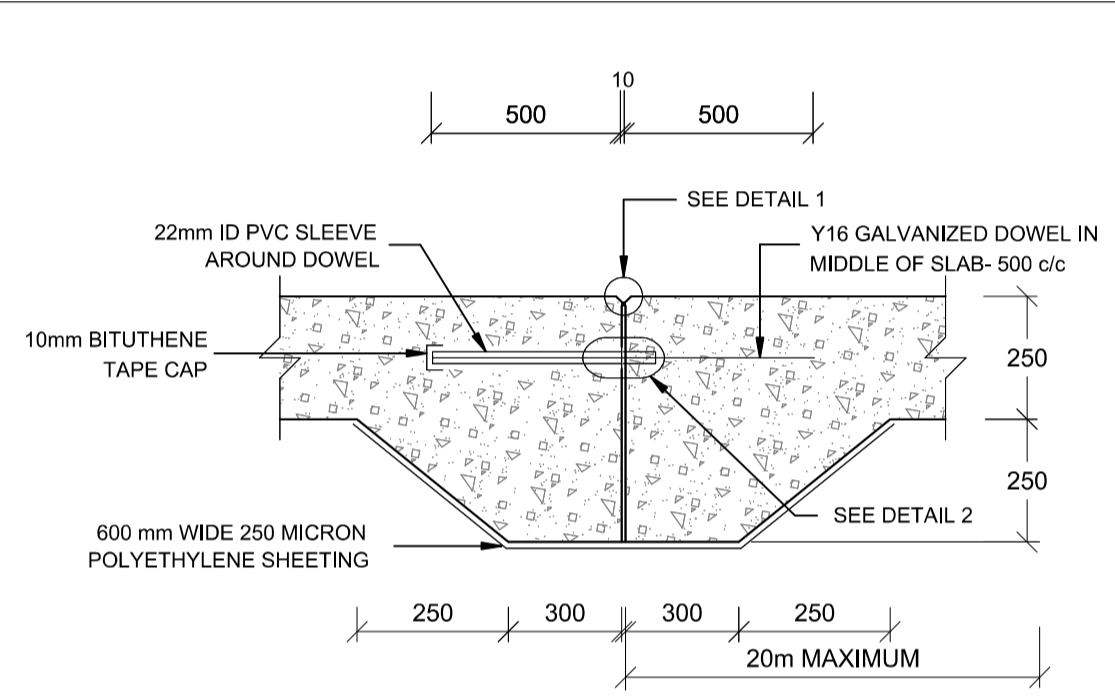
HEADWALL AND CUT-OFF WALL DETAIL



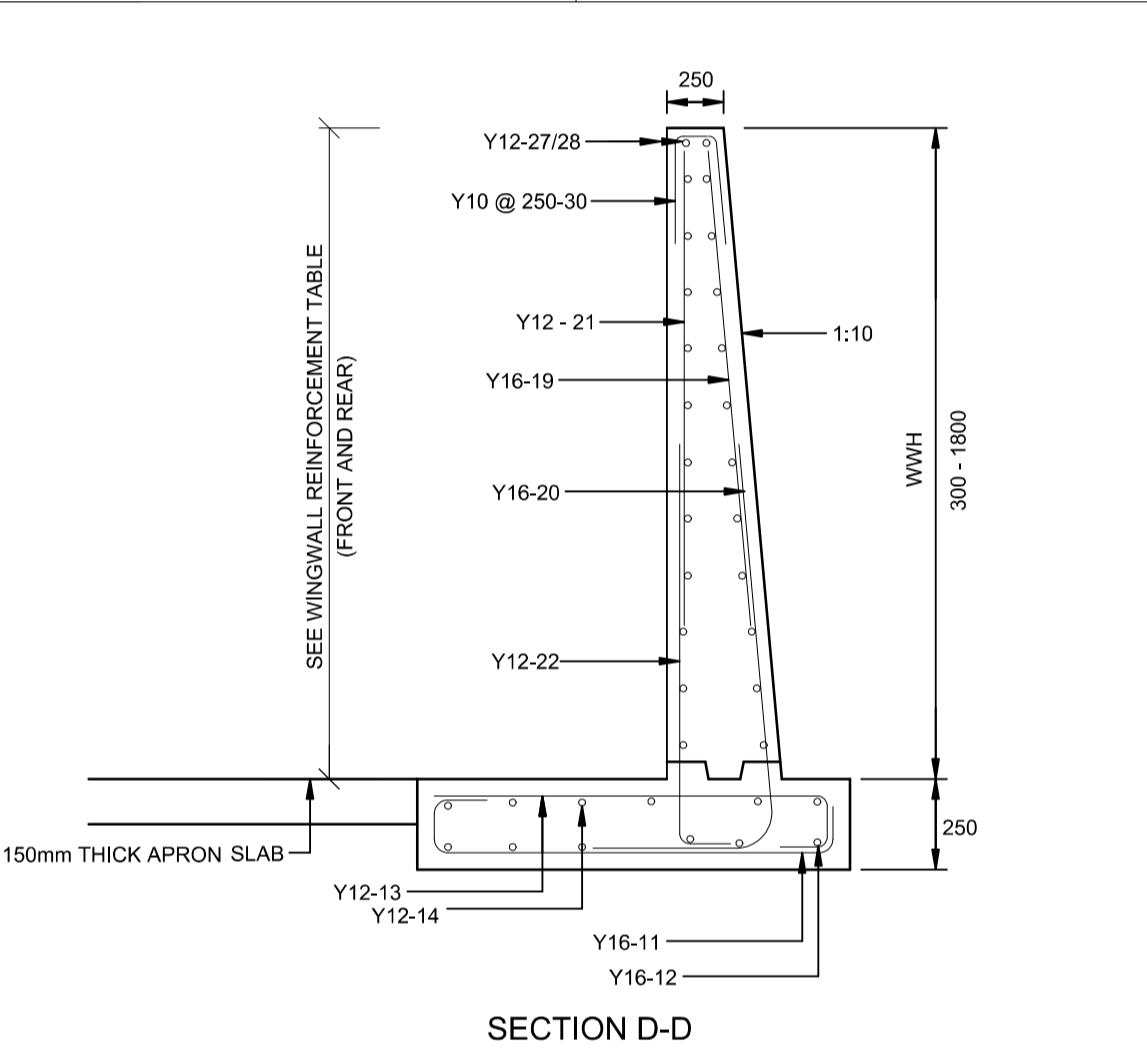
APRON SLAB AND CUT-OFF WALL DETAIL



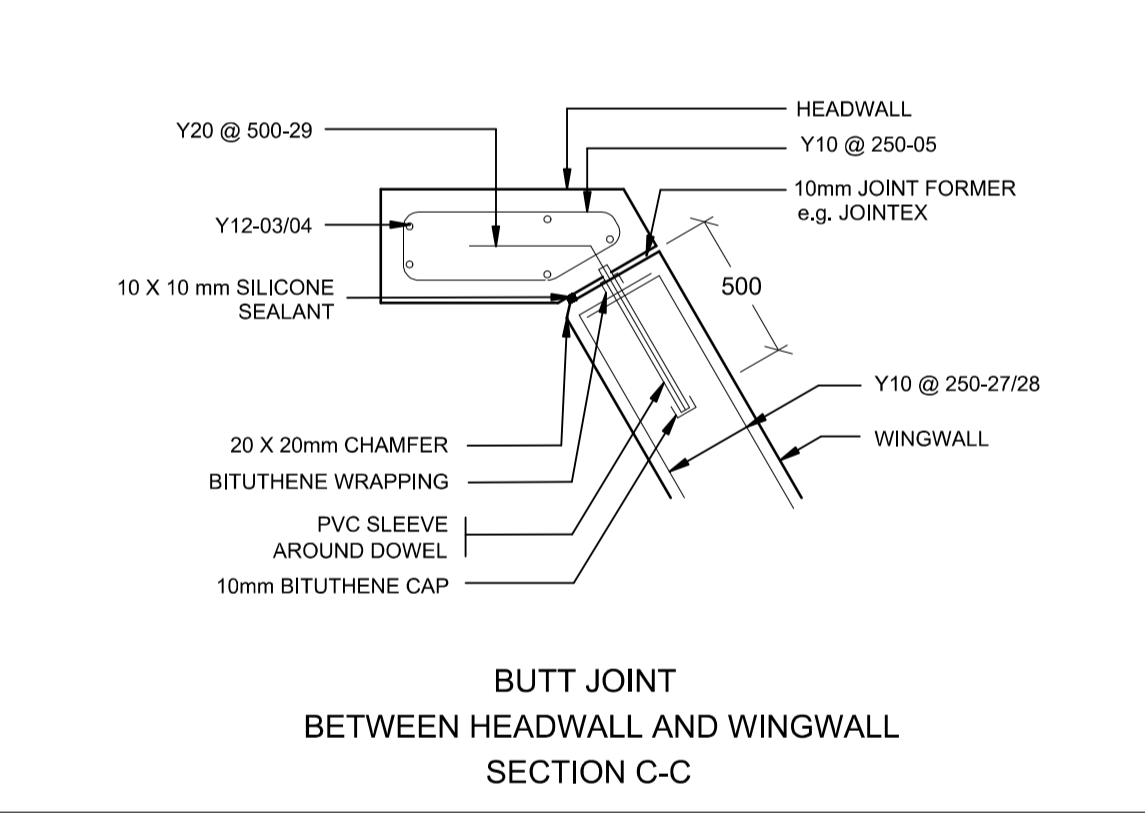
SECTION B-B



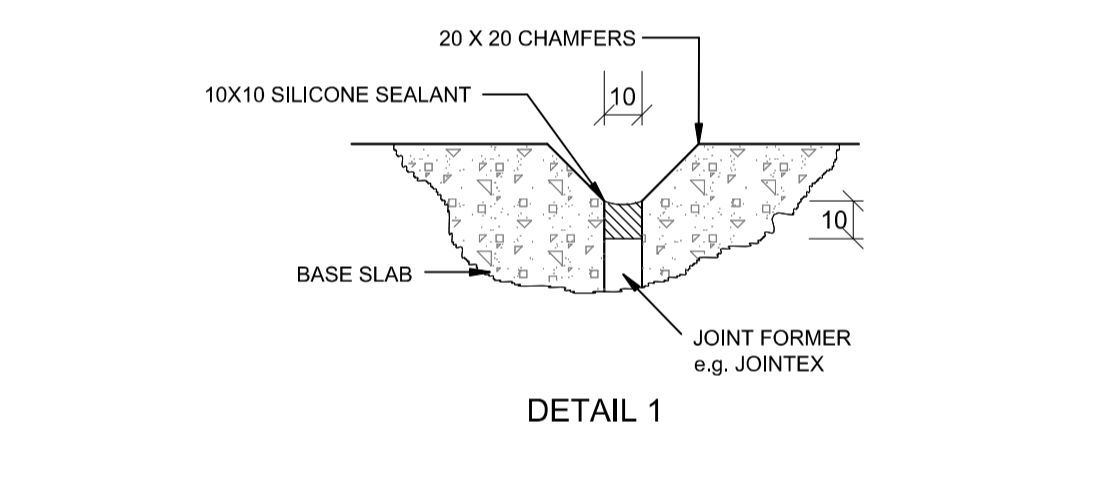
JOINTS IN BASE SLAB (TRANSVERSE)



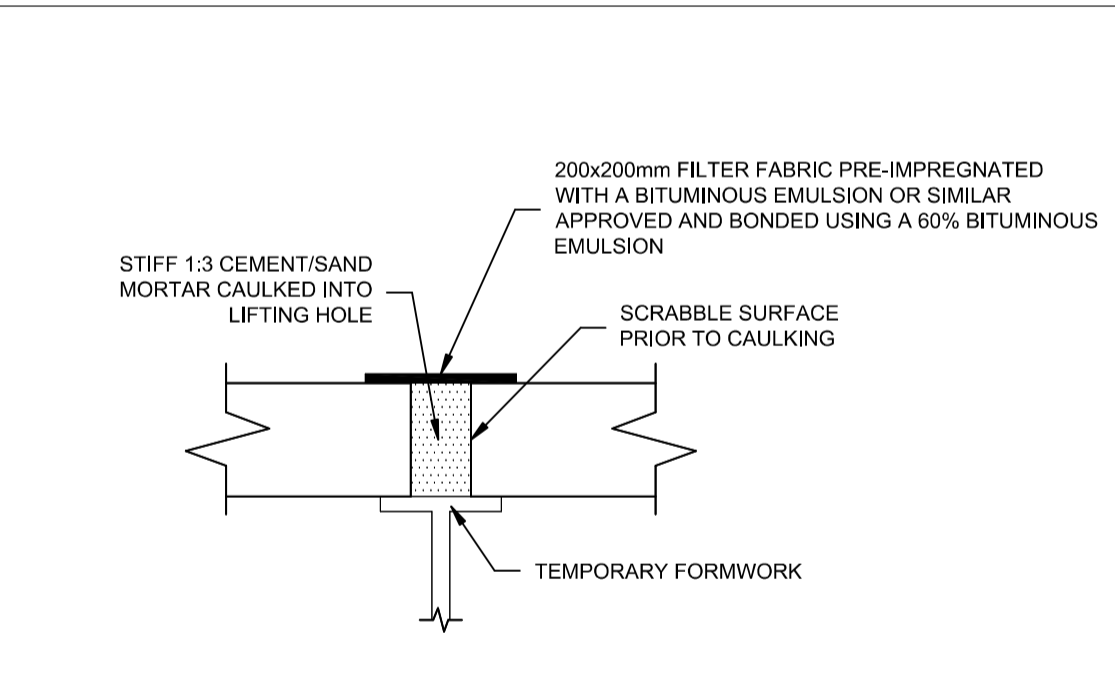
SECTION D-D



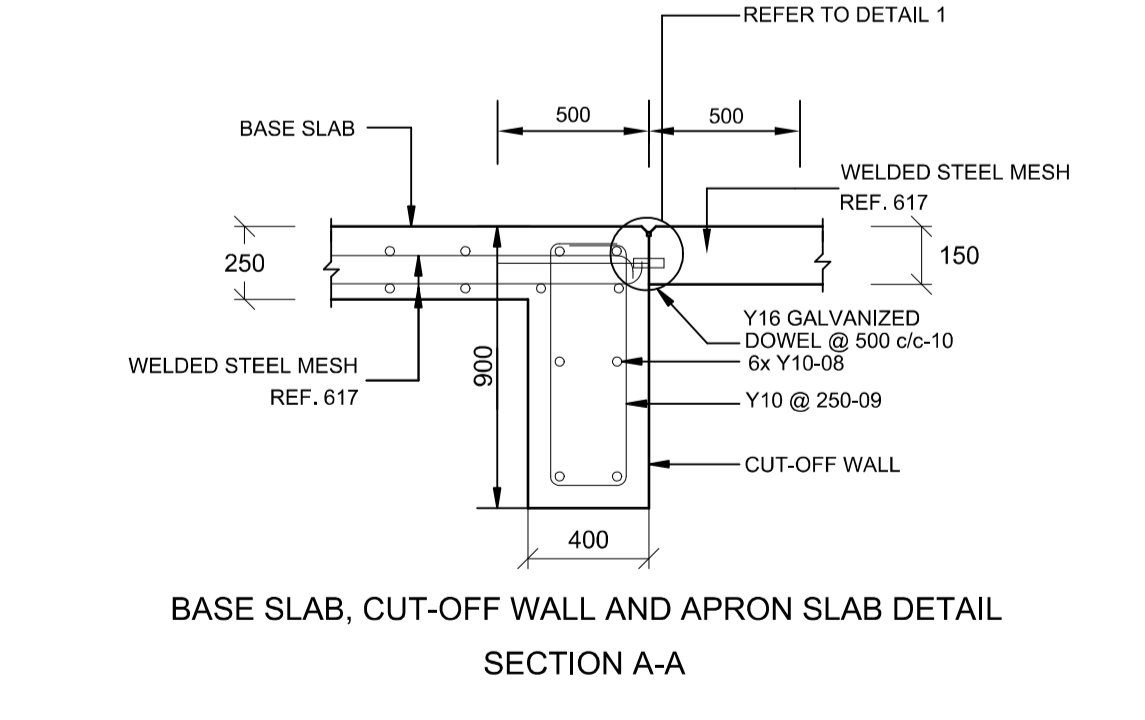
BUTT JOINT BETWEEN HEADWALL AND WINGWALL SECTION C-C



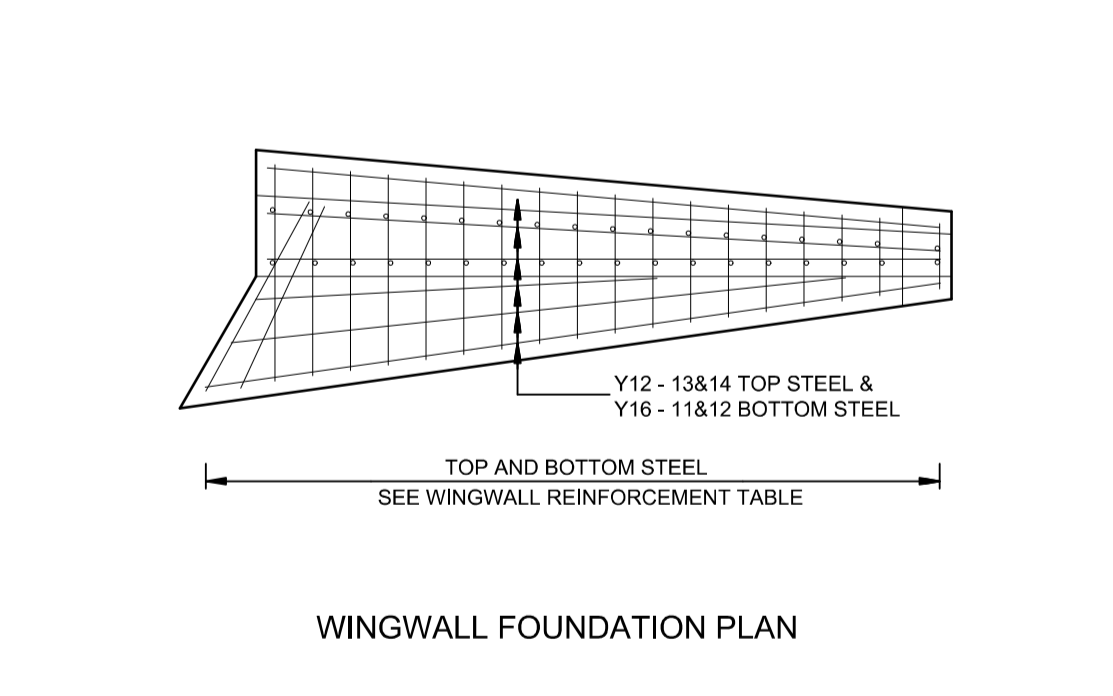
DETAIL 1



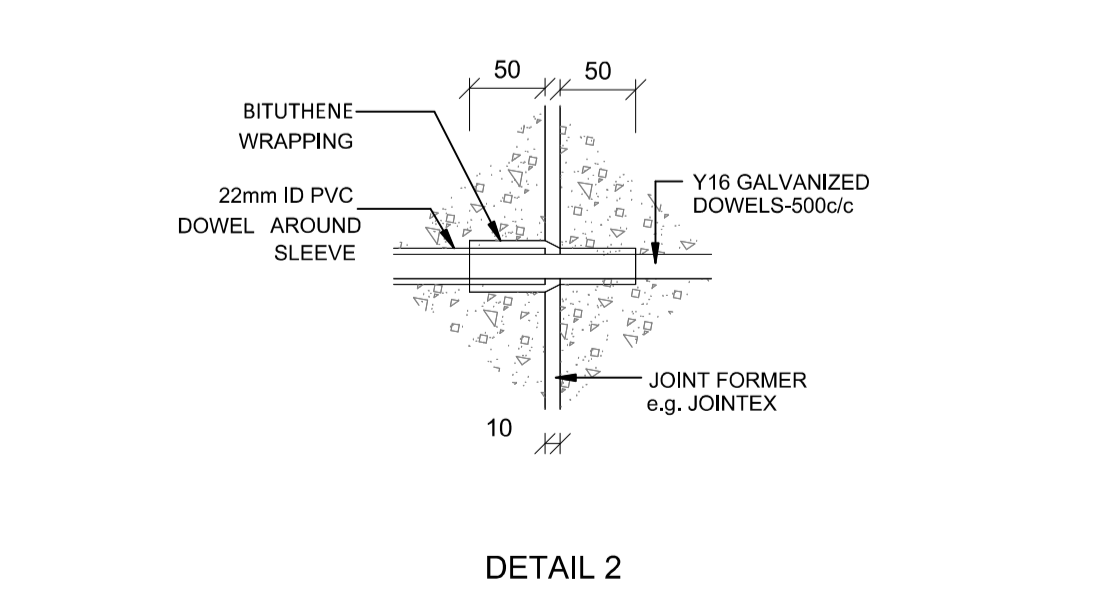
TYPICAL DETAIL FOR SEALING LIFTING HOLES



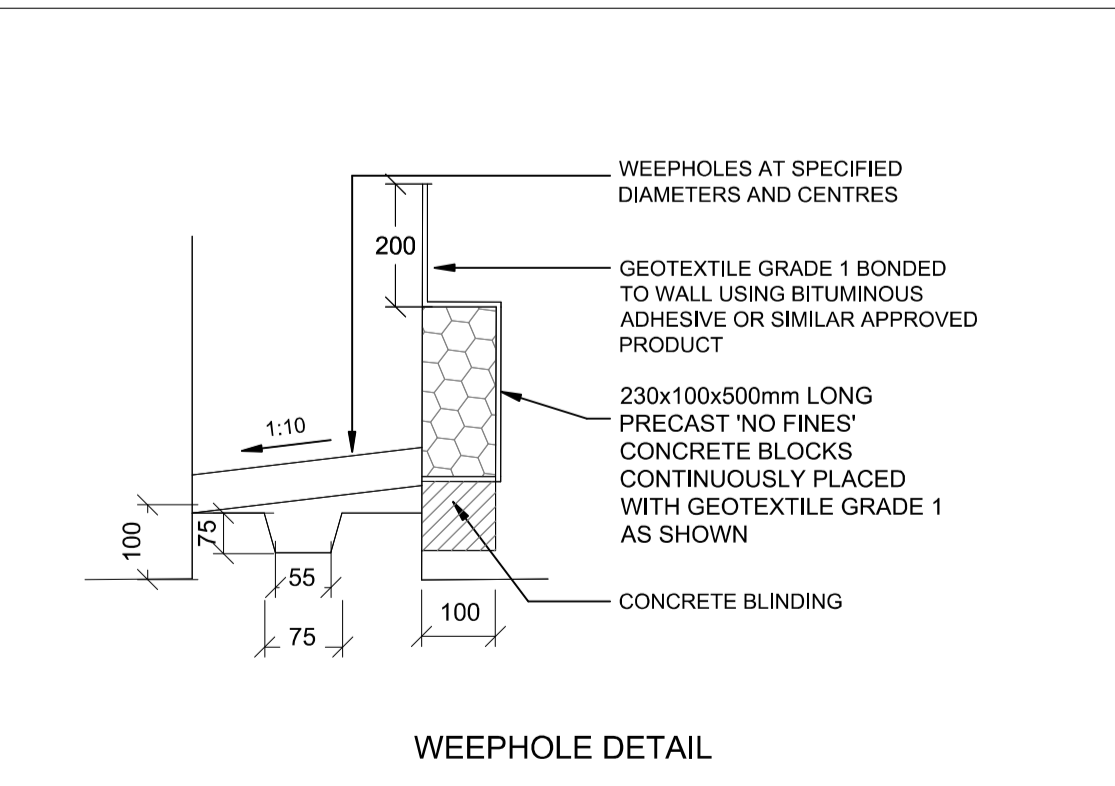
BASE SLAB, CUT-OFF WALL AND APRON SLAB DETAIL SECTION A-A



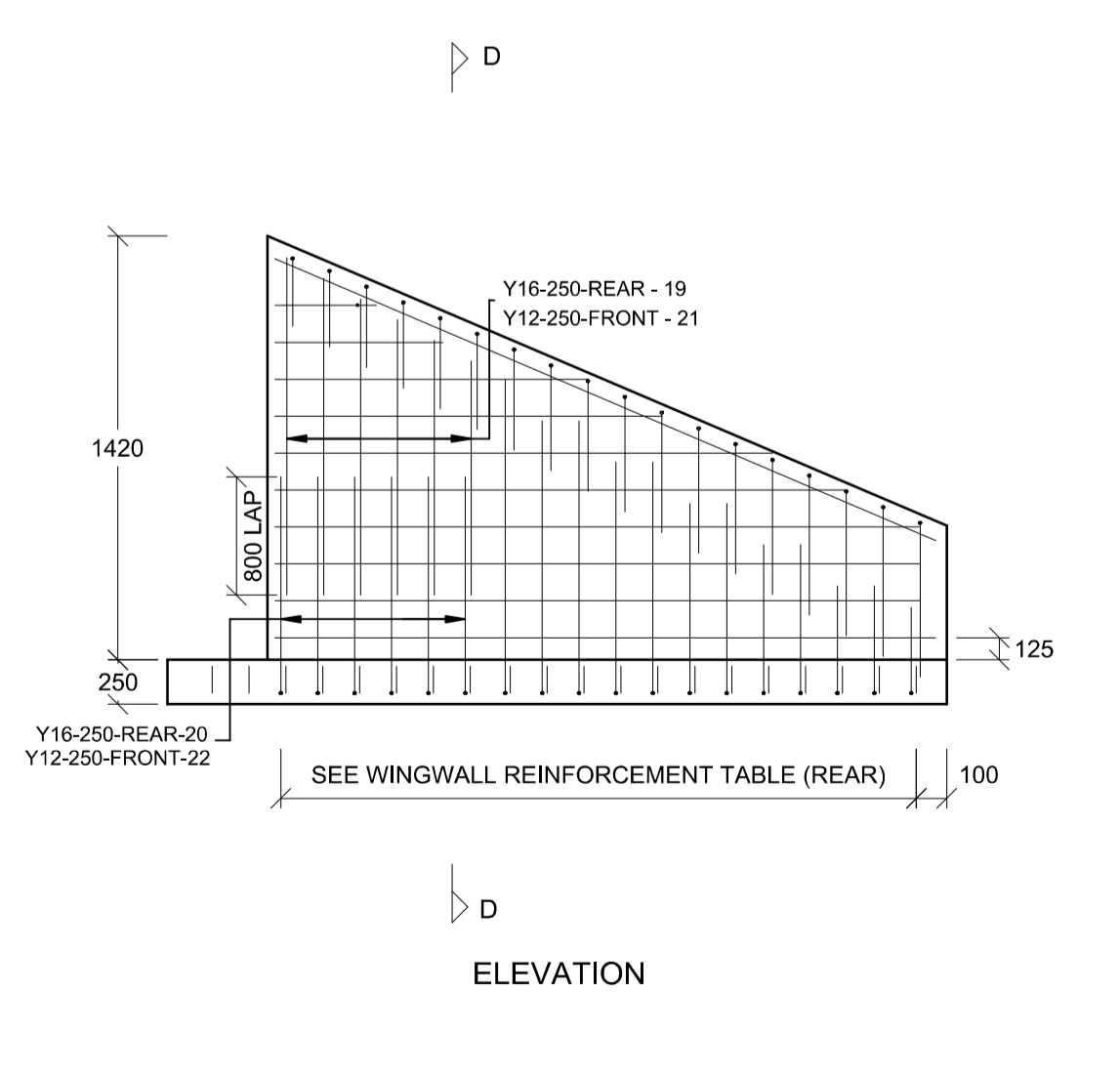
WINGWALL FOUNDATION PLAN



DETAIL 2



WEEPHOLE DETAIL



ELEVATION

WINGWALL REINFORCEMENT				
WWH	TRANSVERSE STEEL	VERTICAL REAR WALL STEEL	FOOTING TOP STEEL	FOOTING BOTTOM STEEL
300 - 1800	Y12 @ 200	Y12 @ 250	Y12 @ 250	Y16 @ 250

Wysigling Amend.	Datum Date	Beskriving - Description
00	07/02/2025	FOR TENDER PURPOSES

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 T +27 (0)76 211 9892
 F +27 (0)86 523 8227
 info@udsafrika.co.za

Opgemeet Surveyed	JB SUR	Ingenieur - Engineer
Ontwerp Designed	RS	Geteken Datum Date
Geteken Drawn	RS	Kliënt - Client
Nagesien Checked		Geteken Datum Date

NAMA KHOI LOCAL MUNICIPALITY

Projek - Project

FLOOD DAMAGE REPAIRS: BUFFELS RIVER CULVERT

Planbeskrywing - Plan Description

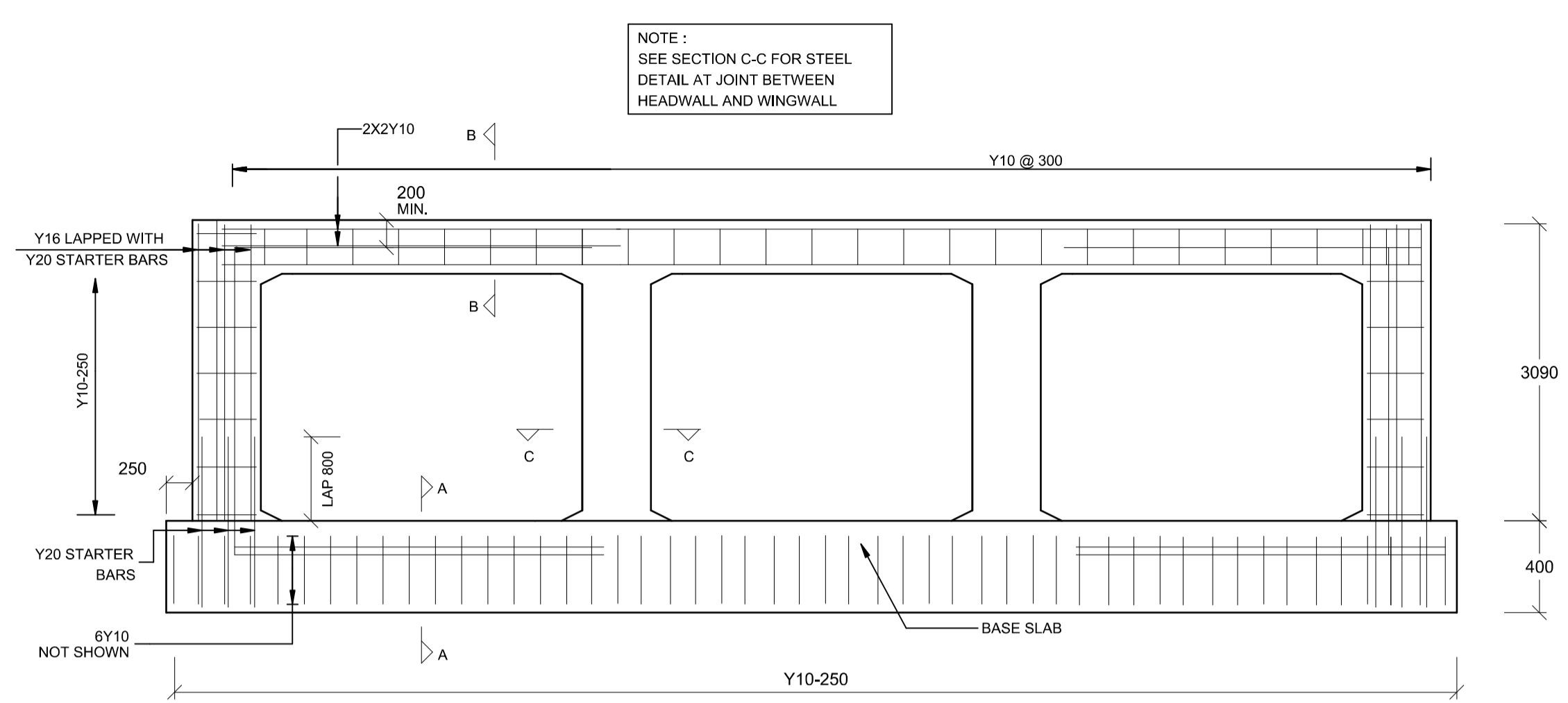
REINFORCING LAYOUT

Skaal - Scale
NOT TO SCALE (A1)

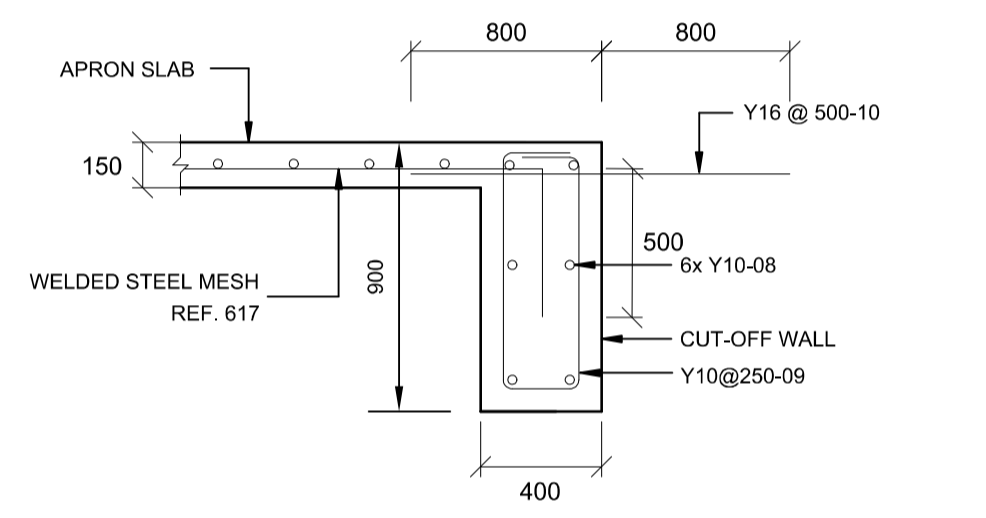
Datum - Date
FEBRUARY 2025

Plannommer - Plan number
UDS777/C/08

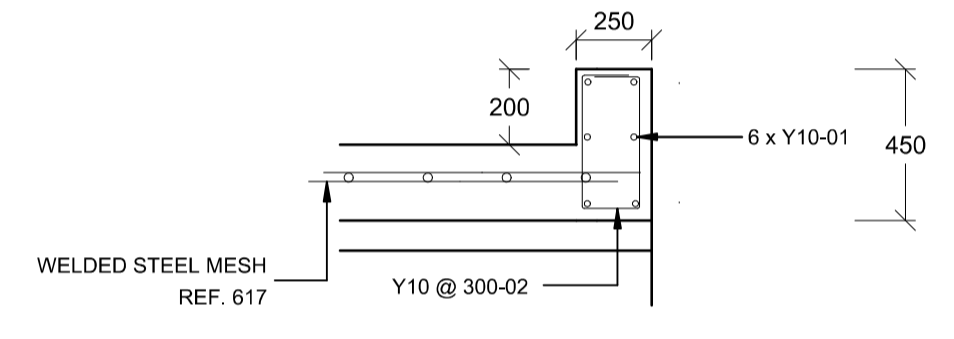
Wysigling Amendment	Datum Date	Beskriving - Description



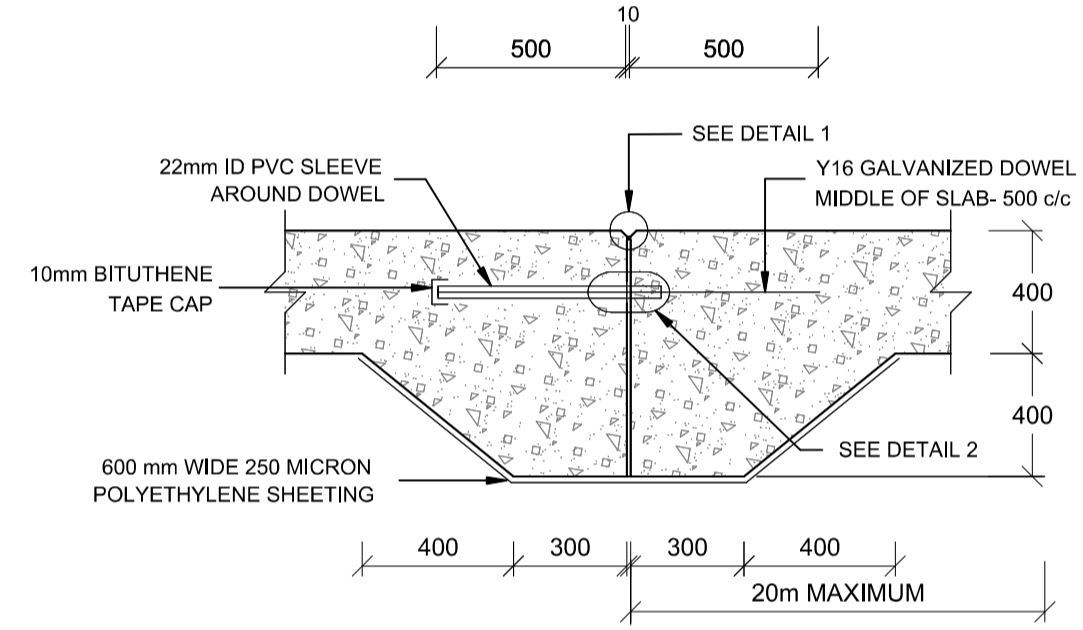
HEADWALL AND CUT-OFF WALL DETAIL



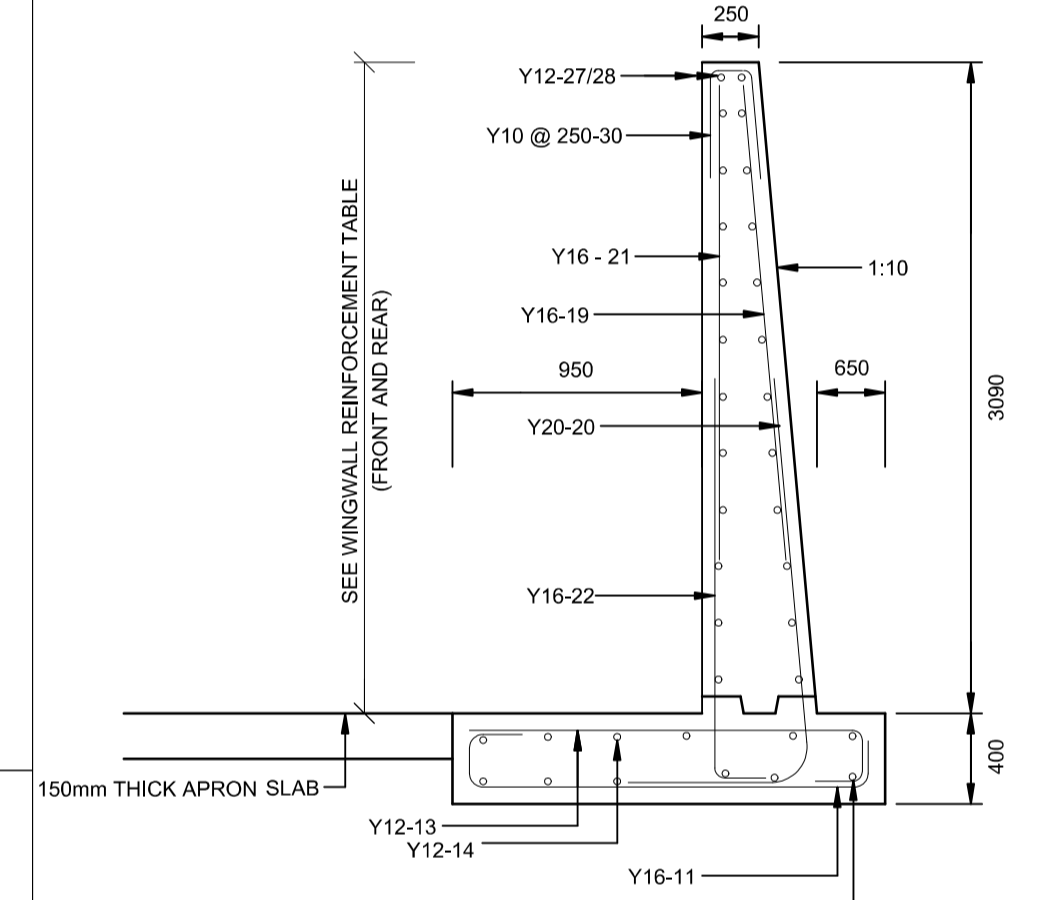
APRON SLAB AND CUT-OFF WALL DETAIL



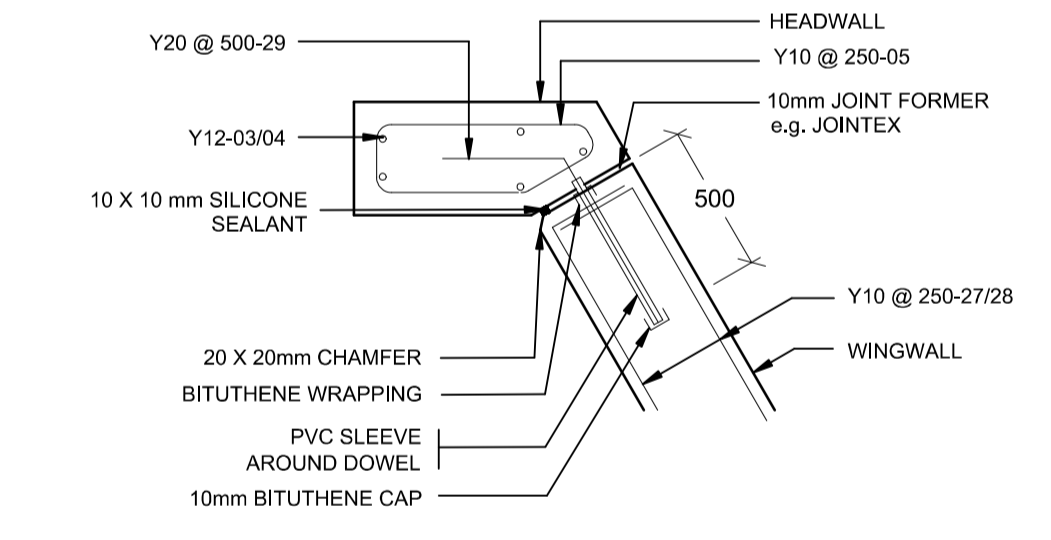
SECTION B-B



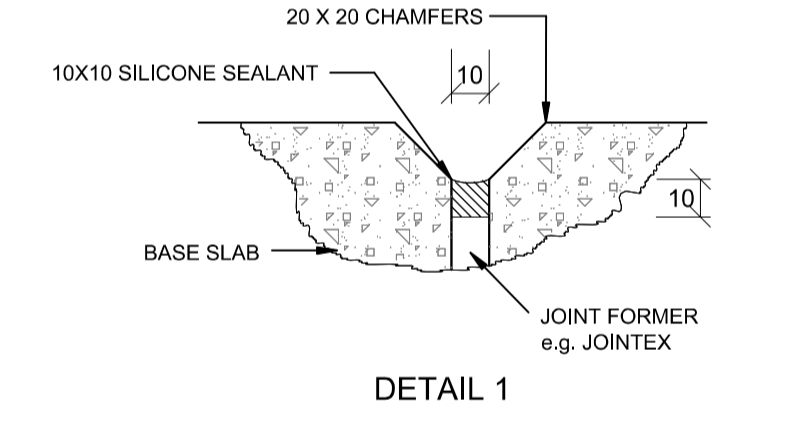
JOINTS IN BASE SLAB (TRANSVERSE)



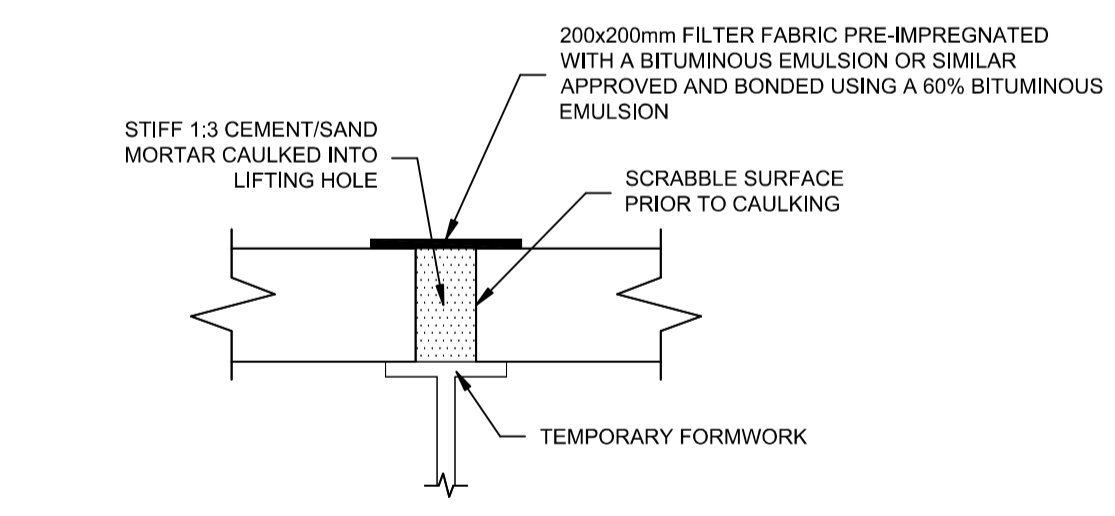
SECTION D-D



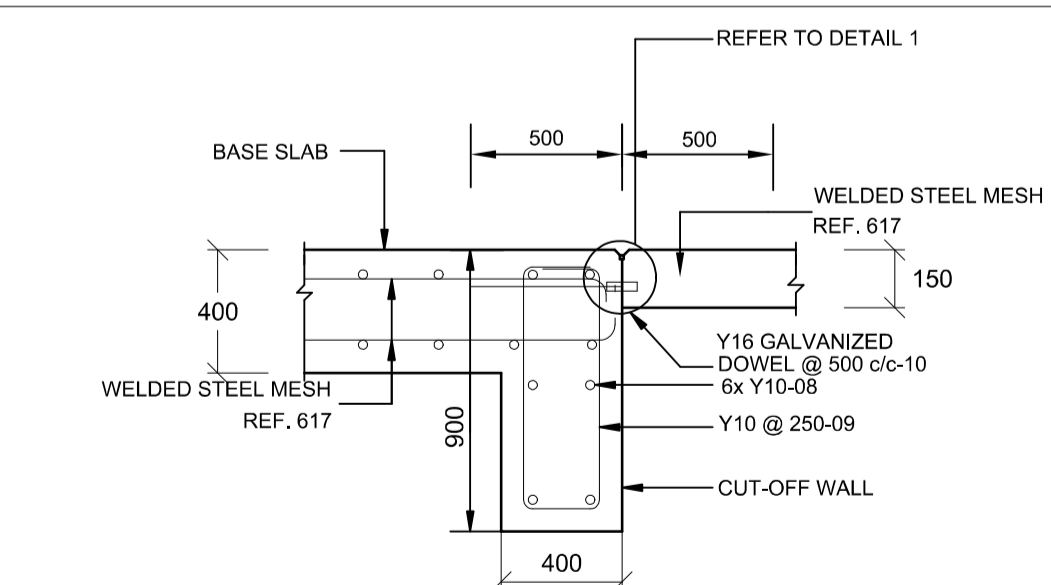
BUTT JOINT BETWEEN HEADWALL AND WINGWALL SECTION C-C



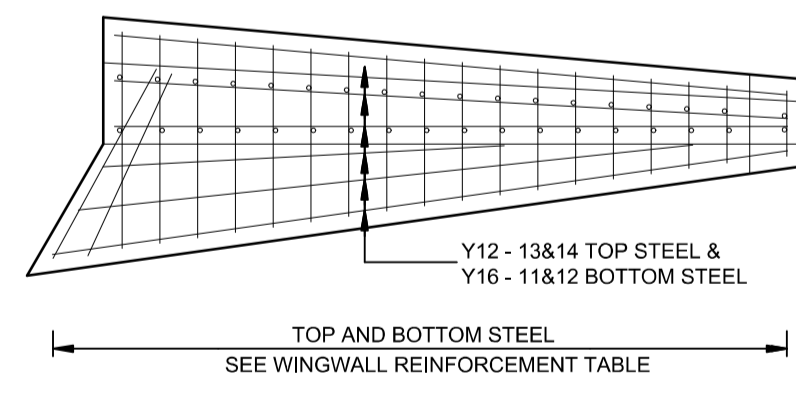
DETAIL 1



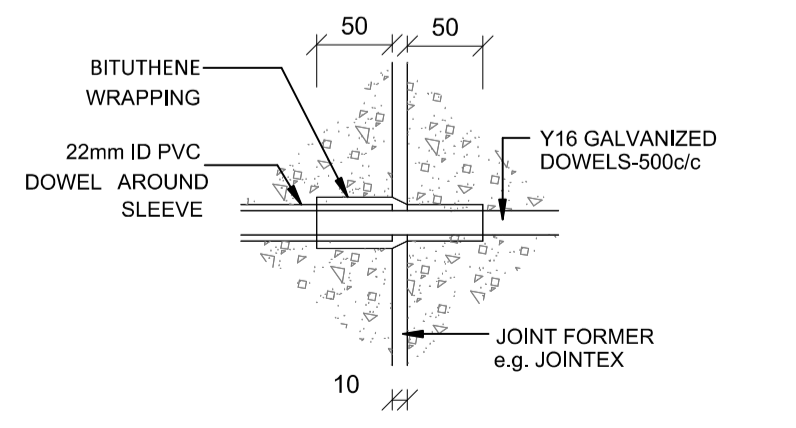
TYPICAL DETAIL FOR SEALING LIFTING HOLES



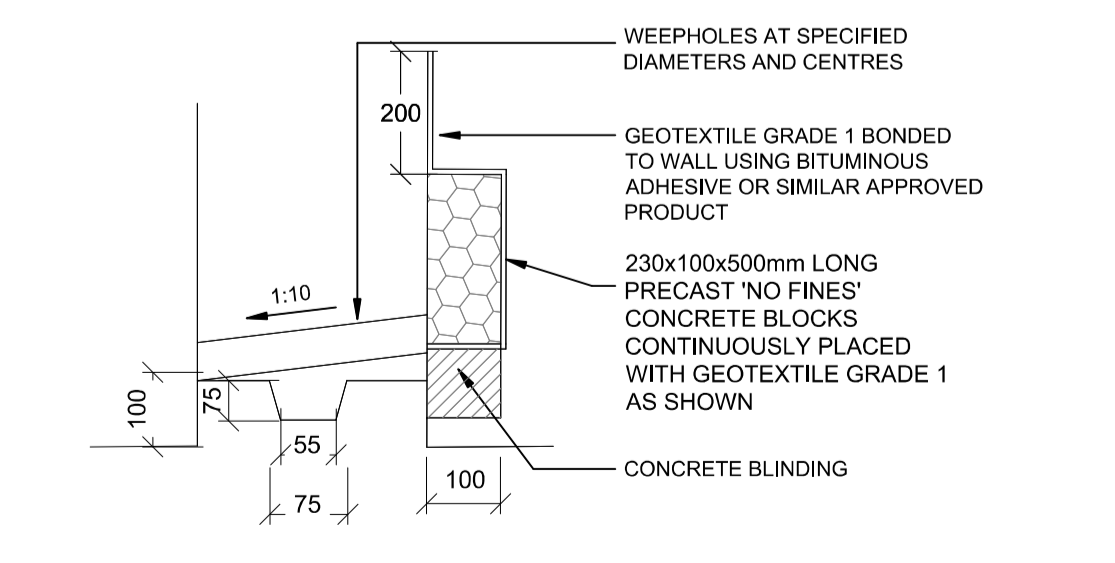
BASE SLAB, CUT-OFF WALL AND APRON SLAB DETAIL SECTION A-A



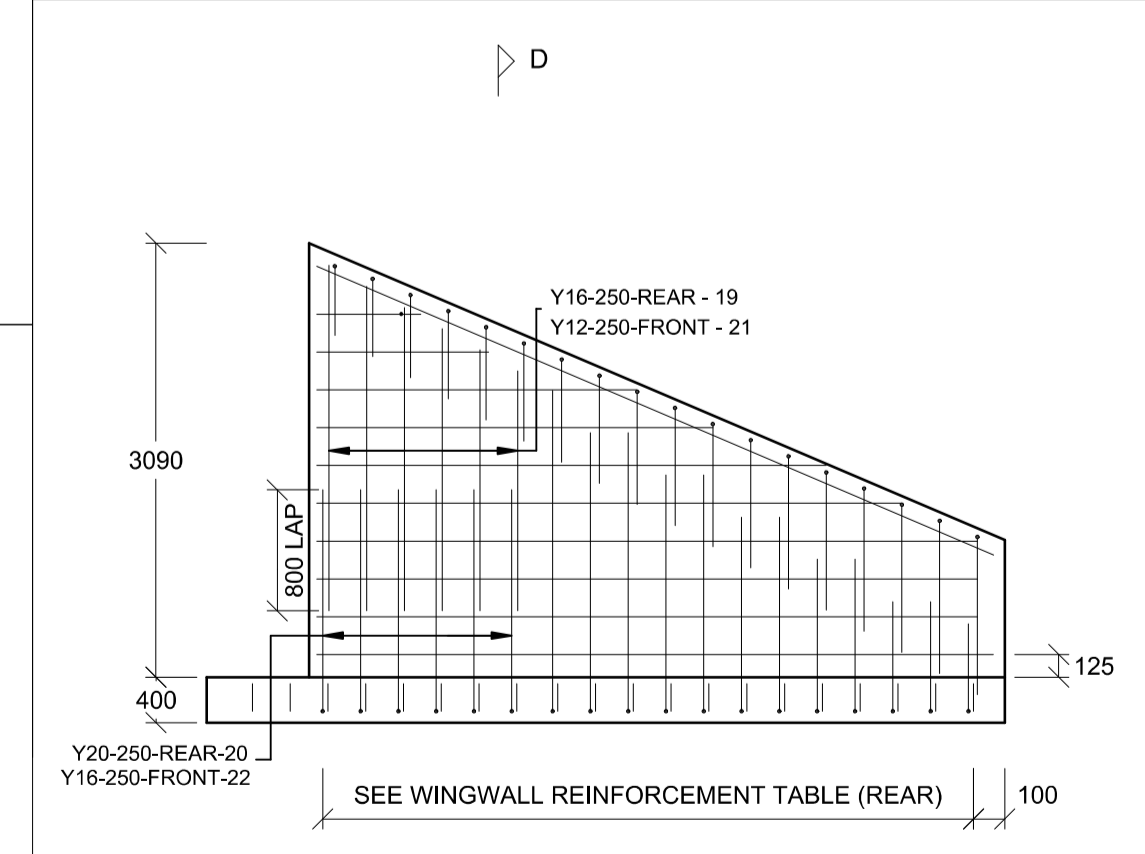
WINGWALL FOUNDATION PLAN



DETAIL 2



WEEPHOLE DETAIL



ELEVATION

WINGWALL REINFORCEMENT				
WHH	TRANSVERSE STEEL	VERTICAL REAR WALL STEEL	FOOTING TOP STEEL	FOOTING BOTTOM STEEL
2400 - 3600	Y12 @ 250	Y20 @ 250	Y12 @ 250	Y16 @ 250

00	07/02/2025	FOR TENDER PURPOSES
Wysiging Amend.	Datum Date	Beskrywing - Description

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 info@udsafrika.co.za

Opgemeet	JB SUR	Ingenieur - Engineer
Surveyed	Geteken	Geteken
Designed	RS	Datum
Drawn	RS	Kliënt - Client
Checked	Geteken	Geteken
	Nagesien	Datum
	Checked	Date

NAMA KHOI LOCAL MUNICIPALITY

Projek - Project

FLOOD DAMAGE REPAIRS: KLEINSEE CULVERT

Planbeskrywing - Plan Description

REINFORCING LAYOUT

Skaal - Scale
1: AS SHOWN (A1)

Datum - Date
FEBRUARY 2025

Plannommer - Plan number
UDS777/C/11

Wysiging					
Amendment					

