



NKANGALA DISTRICT MUNICIPALITY

PROJECT NO: 156242
OUTFALL SEWER LINE SIYATHUTHUKA

TENDER DOCUMENT

ISSUED BY: NKANGALA DISTRICT MUNICIPALITY

2A Walter Sisulu Street

Middelburg

1050

CONTACT: 013 249 2000

NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD REGISTRATION NUMBER:



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

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NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

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NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Nkangala District Municipality Invites Tenders from the suitably qualified Tenderers who meet the prescribed requirements for the PROJECT NO: 156242: OUTFALL SEWER LINE SIYATHUTHUKA , with a CIDB Grading of 4 CE or higher.

Tender documents can be obtained and downloaded free of charge from www.nkangaladm.gov.za and www.tenderbulletins.co.za

A Compulsory tender briefing meeting will NOT be held for the project, but tender related enquiries will be welcomed up to and until one day before the closing of tenders.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: **OUTFALL SEWER LINE SIYATHUTHUKA** and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12h00 on 20 August 2021**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 120 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part. Service Providers must be registered on Central Supplier Database (CSD).

Procurement related enquiries may be directed to the Supply Chain Unit from the Nkangala District Municipality at 013-249-2104 / 05 / 06 while Technical enquiries may be directed to Mr. Larushkan Soobiah of Thembakele Consulting Engineers on 011 475 4560.

Ms. M.M Skosana
Municipal Manager

Tenderer

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Employer

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T1.2 TENDER DATA

TENDER DATA

Clause	
F.1.1	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050
F.1.2	<p>The tender document's contents is as follows:</p> <p>Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data</p> <p>Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in Terms of the Occupational Health & Safety Act C1.5 Form agreement in Terms of Mine Health and Safety Act C1.5 Abstracts of the Mine Health and Safety Act No.29</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities</p> <p>Part C3: Scope of work C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management</p> <p>Part C4: Site information C4.1 Site Information C4.2 Locality Plan</p> <p>Part C5: Annexures</p>

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	<p>C5.1 : Proforma Documents</p> <p>C5.2 : Supply Chain Management Policy</p> <p>C5.3 : Municipality Health and Safety Specification.</p> <p>C5.4 : Contract Drawings</p>				
F1.3	<p>Interpretation</p> <p>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 tender conditions.</p>				
F.1.4	<p>Communication.</p> <p>The Employer's Representative is;</p> <table border="1"> <tr> <td> <p><u>Accounting Officer:</u></p> <p>Ms M.M Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2006</p> </td><td> <p><u>Procurement Enquiries.</u></p> <p>Ms S.A. Mashaba P.O. Box 437 Middelburg 1050 013 249 2104</p> </td><td> <p><u>Technical Enquiries.</u></p> <p>Mr D.J.D. Mahlangu P.O. Box 437 Middelburg 1050 013 249 2004</p> </td><td> <p><u>Technical Enquiries.</u></p> <p>Mr. L Soobiah Thembakele Consulting Engineers. Tel: 011 475 4560 Fax: 011 475 9140</p> </td></tr> </table>	<p><u>Accounting Officer:</u></p> <p>Ms M.M Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2006</p>	<p><u>Procurement Enquiries.</u></p> <p>Ms S.A. Mashaba P.O. Box 437 Middelburg 1050 013 249 2104</p>	<p><u>Technical Enquiries.</u></p> <p>Mr D.J.D. Mahlangu P.O. Box 437 Middelburg 1050 013 249 2004</p>	<p><u>Technical Enquiries.</u></p> <p>Mr. L Soobiah Thembakele Consulting Engineers. Tel: 011 475 4560 Fax: 011 475 9140</p>
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	<p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original.</p> <p>In the event that no correspondence or communication is received from the NDM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.</p>				
F.1.5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.</p>				
F.2	<p>Tenderer Obligations</p> <p>Eligibility</p> <p>Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a Contractor Grading designation equal to or higher than 4CE or higher class construction work are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that every member of the Joint Venture has professionals registered with the CIDB. The combined contractor grading designation calculated in accordance with CIDB Regulations is equals to or higher than 4CE or higher class of construction work.</p>				

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F.2.2	Cost of Tendering The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents The Tenderer should 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.2.7	Clarification Meeting A Compulsory clarification meeting will NOT be held for the project. However, project enquiries are welcomed up to and until a day before the closing of tenders.
F.2.13	Submitting tender offer:
	No Tender document will be considered unless submitted on Council's Official Tender Document Return all the returnable documents to the employer after completing them. Tenders must be deposited in the tender box clearly marked with project description. Location of tender Box: Main Entrance Ground Floor Nkangala District Municipality Building Physical Address: Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050. Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
	All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time. Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered
F.2.15	Closing Time:
	The time and location for opening of the Tender offers are: Closing Time: 12h00 Closing Date: 20 August 2021 Location: Nkangala District Municipality 2A Walter Sisulu Street Middelburg 1050 Tenders will be opened in public at the same time.
	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.

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F.2.10	Pricing the tender State the rates and prices in Rand								
F.2.11	Alterations to the Tender Documents. No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document								
F.2.12	Alternative tender offer. No alternative tender offers will be considered or accepted Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.								
F.2.13	Declaration Certificate for Local Production and Content for Designated Sectors Failure to complete and comply with minimum threshold of MBD 6.2, Annexure C, D & E for Local Content is an automatic disqualification. Tenderers must ensure that products/materials supplied are manufactured/produced locally. Tenderers must also ensure that imported products/material are exempted by the Department of Trade and Industry (DTI).								
F.2.16	Tender Offer Validity The Tender offer validity period is 120 days from the closing date.								
F.2.17	Tender clarification after submission A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.								
F.3.11	Tender evaluation points								
	The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 point system shall be applicable.								
	Preference points for this bid shall be awarded for: (a) Price; and (b) B-BBEE Status Level of Contribution.								
	The maximum points for this bid are allocated as follows:								
	<table border="1"><thead><tr><th></th><th>POINTS</th></tr></thead><tbody><tr><td>PRICE</td><td>80</td></tr><tr><td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr><tr><td>Total points for Price and B-BBEE must not exceed</td><td>100</td></tr></tbody></table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
	POINTS								
PRICE	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								
	Evaluation of Tenders The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be terms of the Supply Chain Management Policy of the NDM.								



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	<p>The following steps will be followed in evaluation;</p> <ol style="list-style-type: none">1. Determination of whether or not tender offers are complete.2. Determination of whether or not tender offers are responsive.3. Determination of the reasonableness of tender offers.4. Confirmation of the eligibility of preferential points claimed by tenderers.5. Determination of expertise and experience of tenderers.6. Awarding of points for financial offer.7. Ranking of tenderers according to the total points8. Performance of risk analysis by checking the credit record of the tenderers <p>Evaluation Criteria</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for NKANGALA DISTRICT MUNICIPALITY (NDM) projects or OTHER CLIENTS. Reference of Clients including NDM must be provided.</p> <p>Tenders are adjudicated in terms of NDM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>
	<p>Technical adjudication and General Criteria</p> <ul style="list-style-type: none">▪ Tenders will be adjudicated in terms of inter alia:▪ Compliance with Tender conditions▪ Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none">▪ A valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted.▪ If tender document is not fully completed as required and as stipulated in the tender data.▪ If any tender document is tempered with or it is unbundled or unbundled.▪ Scratching out without initialling next to the amended rates or information.▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.▪ Failure to attend compulsory site inspections▪ Attaching required documents which are older than three months before the date of the closing▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory”▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.

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	<ul style="list-style-type: none">▪ The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.▪ The Tender has been submitted after the relevant closing date and time▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory
	Size of enterprise and current workload <ul style="list-style-type: none">▪ Evaluation of the Tenderer's position in terms of:▪ Previous and expected current annual turnover▪ Current contractual obligations▪ Capacity to execute the contract
	Staffing profile <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none">▪ Staff available for this contract being Tendered for▪ Qualifications and experience of key staff to be utilized on this contract.
	Proposed Key Personnel <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none">○ Position in the firm and within the organization of this assignment○ PDI status (describing population group, gender and disabilities)○ Educational qualifications○ Professional Registrations○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.○ Language proficiency and○ References (company name, individual name, position held, contact details) <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	Previous experience <p>The procedure for the evaluation of responsive Bids will be on the average of the three projects where the firm was involved. Reference of clients other than NDM MUST be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (3) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p>

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	<ul style="list-style-type: none"> ▪ Experience in the relevant technical field ▪ Experience of contracts of similar size ▪ Some or all of the references will be contacted to obtain their input. 								
	The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.								
	<p>Financial ability to execute the contract:</p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> ▪ Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose. <p>Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.</p>								
	<p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> ▪ Determine whether a valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted. 								
	If the Tender does not meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.								
	<p>Penalties</p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years 								
F.3.11.5	<p>Evaluation Method 4</p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p>								
F.3.11.6	<p>Evaluation Criteria</p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table> <tr> <td>Organising and Staffing</td><td>50</td></tr> <tr> <td>Plant</td><td>15</td></tr> <tr> <td>Experience of Firm</td><td>25</td></tr> <tr> <td>Total</td><td>90</td></tr> </table>	Organising and Staffing	50	Plant	15	Experience of Firm	25	Total	90
Organising and Staffing	50								
Plant	15								
Experience of Firm	25								
Total	90								

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A firm must obtain a minimum of 50 points out of the 90 points above to be considered for price and BBB-EE evaluation.

Organising and Staffing (Maximum points obtainable 50)

Project Manager / Team Leader: (Maximum Points obtainable 17)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Below NQF 6 in Civil Engineering	Yes	0	
	National Diploma (NQF Level 6) in Civil Engineering	Yes	8	
Sub-total			8	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable projects (Technical)	0 - 1	Yes	0	
	2 - 3	No	3	
	4 - 7	No	6	
	8 and above	No	9	
Sub-total			9	
Total			17	

Site Agent: (Maximum Points obtainable 13)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N6 in Built Environment	Yes	5	
Sub-total			5	
Years experience of in similar projects	2 - 4	No	6	
	5 and above	No	8	
Sub-total			8	
Total			13	

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

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Foreman: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N4 in Built Environment	No	5	
Sub-total			5	
Years of experience in similar projects	2-4	No	3	
	5 and above	No	5	
Sub-total			5	
Total			10	

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

Safety Officer: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate	Yes	5	
Sub-total			5	
Years of experience after qualification	2 and above	No	5	
Sub-total			5	
Total			10	

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

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	17	
Site Agent	13	
Foreman	10	
Safety Officer	10	
TOTAL	50	

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PLANT (Maximum Points obtainable 15)

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

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavators x1	No	5	3	
	Firm's number of TLBs x1	No	5	3	
	Firm's number of Tipper Trucks x 1	No	5	3	
Sub-total			15	9	
Total			15	9	

EXPERIENCE OF FIRM (Maximum Points obtainable 25)

Note: Company's previous completed projects

Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters and completion certificates. If these are not provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed i.e. Sewer Projects.	0-1 Projects	Yes	0	
	2 – 3 Projects	No	20	
	4 and Above	No	25	
Sub-Total			25	
TOTAL			25	

It must be noted that a total point of 25 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

TOTAL SCORE: _____/90

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NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents

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NKANGALA DISTRICT MUNICIPALITY



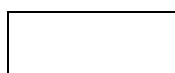
T2.1 LIST OF RETURNABLE DOCUMENTS

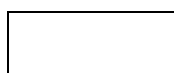
1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

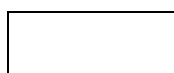
The Tenderer must complete the following returnable Schedules:

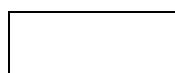
Returnable Schedules required for Tender evaluation purposes

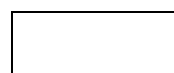
COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
RETURNABLES FOR EVALUATION PURPOSES	
FORM N	TENDERER'S PROJECT STRUCTURE
FORM O	PROPOSED KEY PERSONNEL
FORM P	SCHEDULE OF PREVIOUS EXPERIENCE
FORM Q	SCHEDULE OF CURRENT PROJECTS
FORM R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM S	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM T	RECORD OF ADDENDA TO TENDER DOCUMENTS

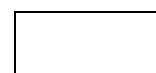

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



COMPULSORY BID DOCUMENTS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

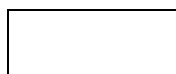
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

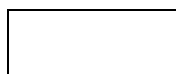
SIGNATURE OF BIDDER:

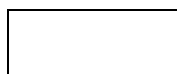
CAPACITY UNDER WHICH THIS BID IS SIGNED:

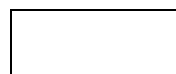
DATE:

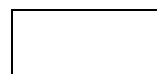

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the NKANGALA DISTRICT MUNICIPALITY in respect of the following project:

Bid / Project Number: _____ {insert number}

A. 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 Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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 Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid 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 Consortium/Joint Venture must be attached to the Special Resolution.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copies of the ID's of the partners

5. One person Business / Sole trader

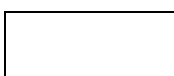
- Copy of ID

6. Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document

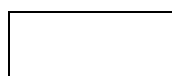
7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

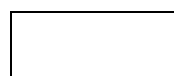
8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE(original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)

9. Central Supplier Database [CSD] Summary

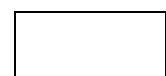

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 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"/>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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:		
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 IS 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

.....
Tenderer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



FORM C: DECLARATION OF INTEREST (MBD4)

1. **No bid will be accepted from persons in the service of the state¹.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars:

.....

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

3.9.1 If yes, furnish particulars:
.....

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

3.10.1 If yes, furnish particulars:
.....

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

3.11.1 If yes, furnish particulars:
.....

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

3.13.1 If yes, furnish particulars:
.....

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

3.14.1 If yes, furnish particulars:
.....

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

I, the undersigned (name): certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.



Tenderer



Witness 1



Witness 2



Employer



Witness 1



Witness 2



PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



<div></div> <div>Tenderer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Tenderer

Witness 1

Witness 2

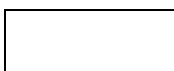
Employer

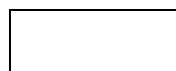
Witness 1

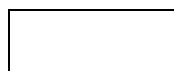
Witness 2

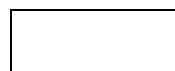


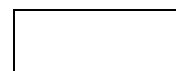
**ATTACH HERETO A STAMPED COPY OF A LETTER FROM THE BANK TO
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

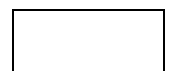

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List and attach account(s) registered all in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.
- Attach a letter in instances whereby the company or its directors resides in a rural area not yet established for water and lights billing available from the traditional authority.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM H: PREFERENCE SCHEDULE (MBD 6.1)

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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

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
- b) Either the 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution 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;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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) | certificate issued by an authorized body or person; | B-BBEE Status level |
| 2) | prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit as |
| 3) | prescribed in terms of the B-BBEE Act; | Any other requirement |
- (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 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration

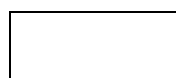
P_t = Price of bid under consideration

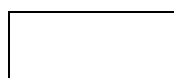
P_{\min} = Price of lowest acceptable bid

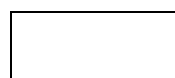
4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

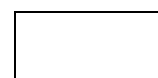

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor. =(maximum of 10 or 20 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.

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	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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) Limited
[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-BBEE 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;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

.....
Tenderer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



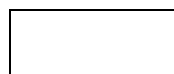
**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION
CERTIFICATE**

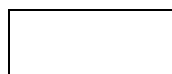
NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

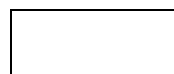
1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.

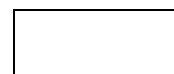
Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

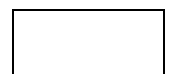

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



ITEM NO.	Description of Services, Work or Goods	Quantity	Stipulated Minimum Thresholds
1.1.8	Construction Name Board	1	100%
3.3.1	315 mm ø uPVC Class 34 Sewer pipe	1865	100%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information is accessible on www.reservebank.co.za
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

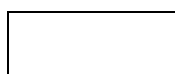
DATE: _____

WITNESS No. 1 _____

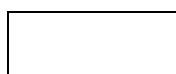
DATE: _____

WITNESS No. 2 _____

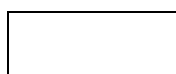
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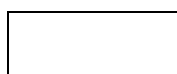
Tenderer



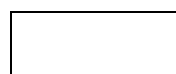
Witness 1



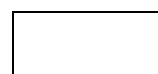
Witness 2



Employer



Witness 1



Witness 2



ANNEXTURE C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
(C2) Tender description:
(C3) Designated product(s)
(C4) Tender Authority:
(C5) Tendering Entity name:
(C6) Tender Exchange Rate:
(C7) Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(C20) Total tender
value

(C21) Total
Exempt imported
content

(C22) Total
Tender value net
of exempt
imported content

(C23) Total
Imported content
(C24) Total local
content
(C25) Average
local content % of
tender

Signature of tenderer from
Annex B

Date: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ANNEXTURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)

Tender No.

Note: VAT to be excluded from all calculations

(D2)

Tender description:
Designated Products:

(D3)

(D4)

Tender Authority:

(D5)

Tendering Entity name:

(D6)

Tender Exchange Rate:

Pula

EU

R 9.00

GBP

R 12.00

A. Exempted imported content

Calculation of imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2




Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)


Tender Qty	Total imported value
(D30)	(D31)
(D32)Total imported value by tenderer	


C. Imported by a 3rd party and supplied to the Tenderer


Calculation of imported content									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)


Summary	
Quantity imported	Total imported value
(D43)	(D44)
(D45) Total imported value by 3rd party	



Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



**D. Other foreign
currency
payments**

**Calculation of foreign
currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from
Annex B

Date: _____

Summary of payments

**Local value of
payments**

(D51)

(D52) Total of foreign currency
payments declared by tenderer and/or
3rd party

(D53) Total of imported content &
foreign currency payments - (D32),
(D45) & (D52) above

This total must correspond with Annex C - C 23

Tenderer

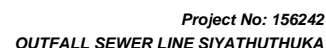
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Annexure E

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
		(E13) Total local content	

Witness 2



This total must correspond with Annex C - C24

Signature of tenderer from
Annex B

Date: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

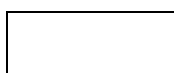


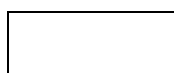
FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

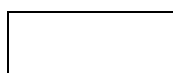
1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal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

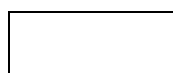
¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

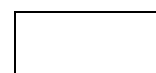

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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 used to calculate prices;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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.
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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

A Proof of good standing with Compensation Commissioner must be attached hereto

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

For all procurement expected to exceed R10 million (all applicable taxes included), bidder must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....
.....

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

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

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

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

2.2 If yes, please provide particulars

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

.....
Tenderer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



.....
...

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

.....
.
.....

3.1 If yes, furnish particulars

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

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

4.1 If yes, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

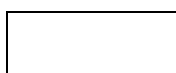
Witness 1

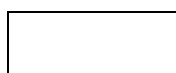
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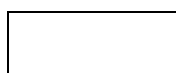
Witness 2

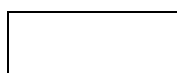


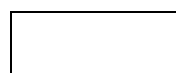
RETURNABLES FOR EVALUATION PURPOSES

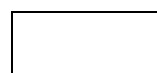

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2

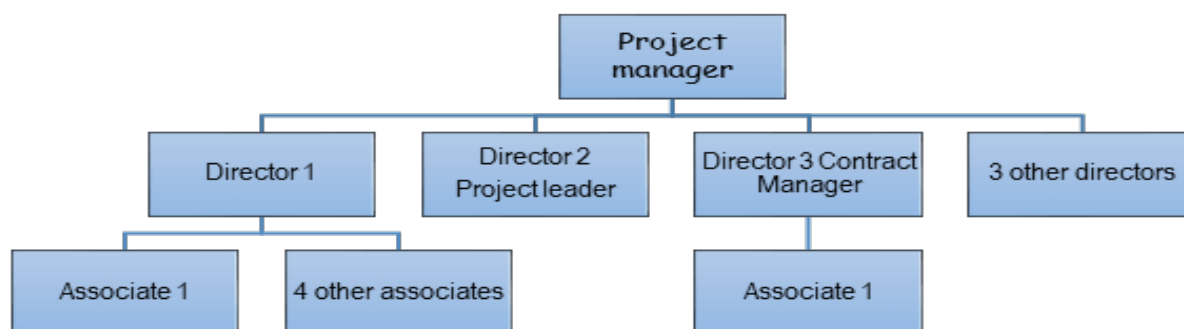


FORM N: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



FORM O: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2



ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.11.6	Evaluation Criteria The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows: <table> <tr> <td>Organising and Staffing</td><td>50</td></tr> <tr> <td>Plant</td><td>15</td></tr> <tr> <td>Experience of Firm</td><td>25</td></tr> <tr> <td>Total</td><td>90</td></tr> </table>	Organising and Staffing	50	Plant	15	Experience of Firm	25	Total	90
Organising and Staffing	50								
Plant	15								
Experience of Firm	25								
Total	90								

A firm must obtain a minimum of 50 points out of the 90 points above to be considered for price and BBB-EE evaluation.

Organising and Staffing (Maximum points obtainable 50)

Project Manager / Team Leader: *(Maximum Points obtainable 17)*

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Below NQF 6 in Civil Engineering	Yes	0	
	National Diploma (NQF Level 6) in Civil Engineering	Yes	8	
Sub-total			8	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable projects (Technical)	0 - 1	Yes	0	
	2 - 3	No	3	
	4 - 7	No	6	
	8 and above	No	9	
Sub-total			9	
Total			17	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Site Agent: (Maximum Points obtainable 13)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N6 in Built Environment	Yes	5	
Sub-total			5	
Years of experience in similar projects	2 -4	No	6	
	5 and above	No	8	
Sub-total			8	
Total			13	

Not

e: Should the Site Agent be the same as Project Manager zero points will be allocated.

Foreman: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N4 in Built Environment	No	5	
Sub-total			5	
Years of experience in similar projects	2-4	No	3	
	5 and above	No	5	
Sub-total			5	
Total			10	

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Safety Officer: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate	Yes	5	
Sub-total			5	
Years of experience after qualification	2 and above	No	5	
Sub-total			5	
Total			10	

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

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	17	
Site Agent	13	
Foreman	10	
Safety Officer	10	
TOTAL	50	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PLANT (Maximum Points obtainable 15)

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

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavators x1	No	5	3	
	Firm's number of TLBs x1	No	5	3	
	Firm's number of Tipper Trucks x 1	No	5	3	
Sub-total			15	9	
Total			15	9	

EXPERIENCE OF FIRM (Maximum Points obtainable 25)

Note: Company's previous completed projects

Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters and completion certificates. If these are not provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed i.e. Sewer Projects.	0-1 Projects	Yes	0	
	2 – 3 Projects	No	20	
	4 and Above	No	25	
Sub-Total			25	
TOTAL			25	

It must be noted that a total point of 25 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

TOTAL SCORE: _____/90

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM P: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM Q: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

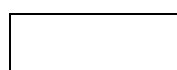
1. Physical facilities and Buildings.

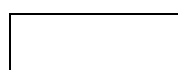
Description	Address	Owned / leased

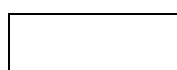
2. Equipment

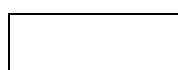
Provide information on equipment and resources that you have available for this project.

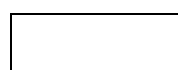
(Include list of equipment relevant to the project and that will align to the evaluation criteria)

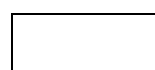

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM S: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Are / Do you have sub-contractors?

YES

NO

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

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

	Date	Title of Details

An addendum is any communication issued by Nkangala District Municipality after the briefing session

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Site Information

- C4.1 Site Information

Part C5 : Annexure

- C5.2 Supply Chain Management Policy
- C5.2 Municipality Health and Safety Specification
- C5.3 Guidelines for the implementation of labour intensive infrastructure projects under EPWP.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C.1.1

FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

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

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

THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

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

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

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the Tenderer _____

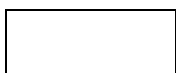
(Name and address of organisation)

Name & Signature

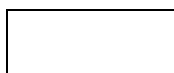
Of Witness

Name

Date



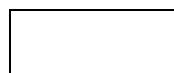
Tenderer



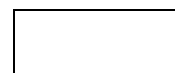
Witness 1



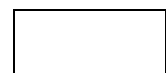
Witness 2



Employer



Witness 1



Witness 2



ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the Employer _____

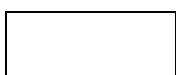
(Name and address of organisation)

Name & Signature

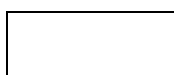
Of Witness _____

Name

Date



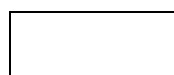
Tenderer



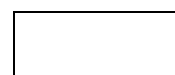
Witness 1



Witness 2



Employer



Witness 1



Witness 2



SCHEDULE OF DEVIATIONS

Notes:

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

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.2 CONTRACT DATA

GENERAL CONDITION OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) PRO FORMA CONTRACT DATA

PROJECT NO: 156242
OUTFALL SEWER LINE SIYATHUTHUKA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFICATION DATA

The following contract specification data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this contract:

Clause	Data
1.1.1.5	The "commencement date" means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	The time for achieving Practical Completion is 6 Months
1.1.1.15	The Name of the Employer is Nkangala District Municipality The NDM General Manager Technical Services is Mr D.J.D Mahlangu
1.1.1.16	The Employer's Agent is Thembakele Consulting Engineers represented by Mr L Soobiah
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The employer's address for receipt of communication is: 2A Walter Sisulu Street MIDDELBURG 1050 P O Box 437

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>Middelburg 1050</p> <p>Telephone: 013 249 2000 Facsimile: 013 249 2145</p> <p>The address and telephone number of the Employer's Agent is:</p> <p>Thembakele Consulting Engineers (Pty) Ltd Gardens Business Park, Unit 6, Ateljee Street, Randpark Ridge Johannesburg 2156</p> <p>Telephone: 011 475 4560 Facsimile: 011 475 9140</p>
1.3.5	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	Add the following to the clause:
4.1.2.1	<p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor: a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>Design calculations should the Employer's Agent request a copy thereof.</p>
4.1.2.2	
4.1.2.3	
4.1.2.4	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.1.2.5	<p>Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>"As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p>

Tenderer

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Employer

Witness 1

Witness 2



	The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 15 December and ends on 08 January).</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>(i) V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.</p>
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R2000-00 per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>Then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the guarantee will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
6.8.2	<p>The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".</p>
6.8.4	<p>In line 8 delete the words "between the Employer and the Contractor".</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is 10%. The Limit of Retention Money is 10% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p>In line 4 delete the word "said" and insert the word "correct".</p>
6.10.9	<p>Replace the first sentence of the clause with the following:</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet resolved) plus the remainder of retention monies (subject to Clause 6.10.3) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "25%".
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	The application of a Contract Price Adjustment factor will not apply to this Contract.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Part 2: Data Provided by the Contractor

Clause	Contract Data												
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>												
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/>												
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"><thead><tr><th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr></thead><tbody><tr><td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr><tr><td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr><tr><td>Retention of 10% of the value of the Works (Incl. VAT).</td><td></td></tr><tr><td>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr><tr><td>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr></tbody></table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).		Retention of 10% of the value of the Works (Incl. VAT).		Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).	
Type of Security	Contractor's choice. Indicate "Yes" or "No"												
Cash deposit of 10% of the Contract Sum (Incl. VAT).													
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Retention of 10% of the value of the Works (Incl. VAT).													
Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).													
Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).													

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.3 PERFORMANCE GUARANTEE

(Not to be completed at tender stage)

PRO FORMA

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical address: _____

"Employer" means: _____

"Contractor" means: _____

"Employer's Agent" means: _____

"Works" means: _____

"Site" means: _____

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

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

Amount in words: _____

"Guaranteed Sum" means: The maximum aggregate amount of R _____

Amount in words: _____

Type of Performance Guarantee: _____ (insert variable or fixed)

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

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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

R.....

(Amount in words)

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

R.....

(Amount in words)

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

2. FIXED PERFORMANCE GUARANTEE

- 2.1. Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amounts of the Guaranteed sum.
- 2.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1. The Guarantee hereby acknowledge that:

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

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 The Contractor has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 A provision or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1
- 3.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6. Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purpose in connection herewith.
- 3.10. The Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3.12. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate Court,

Signed at : _____

Date : _____

Guarantor's signatory (1) _____

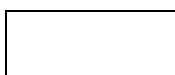
Capacity _____

Guarantor's signatory (2) _____

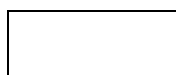
Capacity _____

Witness signatory (1) _____

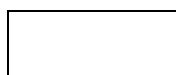
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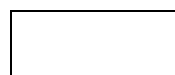
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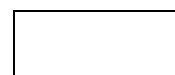
Witness 1



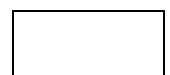
Witness 2



Employer



Witness 1



Witness 2



RETENTION MONEY GUARANTEE (Not to be completed at tender stage)

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ----- (Please put name of firm)

Physical address: -----

Postal address: -----

Tel:-----

Fax: -----

"Employer" means: **NKANGALA DISTRICT MUNICIPALITY**

"Contractor" means: ----- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"Employer's Agent" means: -----

"Works" means: Permanent works together with temporary works

"Site" means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"Contract Sum" means: The accepted amount inclusive for tax of R-----

Amount in words: -----

"Expiry Date" This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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

RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 . Its obligation under this Retention Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The contractor has been terminated due to the Contractor's default and this Retention Guarantee is called up in terms of 5; or
 - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
 - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Retention Guarantee on account alleged to be prejudicial to the Guarantor.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

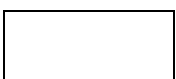
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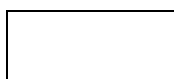


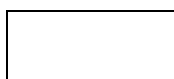
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OUTFALL SEWER LINE SIYATHUTHUKA**

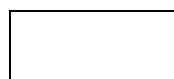
BILL OF QUANTITIES

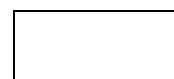
C2.2 BILL OF QUANTITIES

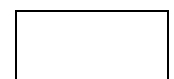

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



SECTION	DESCRIPTION
1	PRELIMINARY & GENERAL
2	SITE CLEARANCE
3	NEW OUTFALL SEWER
-	SUMMARY

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM No	PAYMENT REFERS	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 1: PRELIMINARY AND GENERAL				
1	SANS 1200A	PRELIMINARY AND GENERAL				
1.1	8.3	FIXED CHARGE ITEMS				
1.1.1	8.3.1	Contractual requirements	Sum	1		
1.1.2	B8.4.1c a)	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Sum	1		
1.1.3	B8.4.1c d)	Submission of the Health and Safety File	Sum	1		
1.1.4	BA06	General compliance with Environmental Specification	Sum	1		
1.1.5	8.3.2	Establish Facilities on Site				
1.1.6	8.3.2.1	<u>Facilities for the Engineer</u>				
1.1.7	8.3.2.1.1	Furnished site office/boardroom (capable of accommodating 8 persons)	Sum	1		
1.1.8	8.3.2.1.2	Site name board (+3m x 3m)	No	1		
1.1.9	8.3.2.2	<u>Facilities for Contractor</u>				
1.1.10	8.3.2.2.1	Office and storage shed	Sum	1		
1.1.11	8.3.2.2.2	Ablution and toilet facilities	Sum	1		
1.1.12	8.3.2.2.3	Tools and equipment	Sum	1		
1.1.13	8.3.2.2.4	Water supply, electricity, communications and access	Sum	1		
1.1.14	8.3.2.2.4	Dealing with water on works (Due to the nature of the works, i.e. working within an existing drainage path, Specific attention is to be paid to drainage and protection against stormwater i.e. dewatering of trenches, temporary diversions etc.)	Sum	1		
1.1.15	8.3.3	Other fixed-charge obligations	Sum	1		
1.1.16	8.3.4	Removal of site establishment on completion	Sum	1		
1.1.17	BA07	Working with other contractors on site	Sum	1		
1.2	8.4	TIME RELATED ITEMS				
1.2.1	8.4.1	Contractual requirements	Sum	1		
1.2.2	B8.4.1c b)	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Sum	1		
Carry Forward						

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM No	PAYMENT REFERS	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
1.2.3	B8.4.1c c)	Provision of full time Construction Safety Officer	Month	6		
1.2.4	B8.4.1c c)	Provision of Independent OHS Act Safety Officer	Month	6		
1.2.5	BA06	Contractor's time related obligations in respect of the Compliance with the EMP	Sum	1		
1.2.6	8.4.2	Operation and maintenance of all facilities as outlined under 8.3.2 for the duration of the contract (special attention to be paid to item 1.1.14)	Sum	1		
1.2.7	8.4.3	Supervision for duration of contract	Month	6		
1.2.8	8.4.4	Company and head office overhead costs	Sum	1		
1.2.9	8.4.5	Other time-related obligations	Sum	1		
1.3	8.5	SUMS STATED PROVISIONALLY BY THE ENGINEER				
1.3.1	8.5.1	Additional surveys to locate existing sewer connections etc.	P.Sum	1	75,000.00	75,000.00
1.3.2	8.5.2	Setting out and pegging of servitude	P.Sum	1	25,000.00	25,000.00
1.3.3	8.5.3	Connection into existing pump-station sump	P.Sum	1	25,000.00	25,000.00
1.3.4	8.5.4	Excavate for connections on old pipeline and tie into new sewer with new/additional pipework	P.Sum	1	200,000.00	200,000.00
1.4	8.6	PRIME COST ITEMS				
1.4.1	8.6b	Laboratory soil tests	Sum	1	10,000.00	10,000.00
1.4.2		Overheads, charges and profit on item 1.4.1	%	10,000.00		
1.4.3	B8.6c	Salary for Community Liaison/Labour Officer	month	6	6,000.00	36,000.00
1.4.4		Overheads, charges and profit on item 1.4.3	%	36,000.00		
1.4.5	B8.6d	Provision of training as prescribed by EPWP	Sum	1	25,000.00	25,000.00
1.4.6		Overheads, charges and profit on item 1.4.5	%	25,000.00		
Carry Forward						

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM No	PAYMENT REFERS	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
1.5	8.7	DAYWORK				
1.5.1	8.7a	Labourer - Unskilled	hr/day	1		Rate only
1.5.2	8.7b	Labourer - Semi-skilled	hr/day	1		Rate only
1.5.3	8.7c	Labourer - Skilled	hr/day	1		Rate only
1.5.4	8.7d	Labourer - Foreman	hr/day	1		Rate only
1.5.5	8.7e	Loader (0,5m ³)	hr/day	1		Rate only
1.5.6	8.7f	Grader (CAT 140G or similar)	hr/day	1		Rate only
1.5.7	8.7g	20 Ton Excavator	hr/day	1		Rate only
1.5.8	8.7h	Dozer (D7 or similar)	hr/day	1		Rate only
1.5.9	8.7i	Water truck (min 10000 l)	hr/day	1		Rate only
1.5.10	8.7j	Pedestrian roller (Bomag BW90)	hr/day	1		Rate only
1.5.11	8.7k	Vibratory plate	hr/day	1		Rate only
1.5.12	8.7l	Rammers	hr/day	1		Rate only
1.6	8.8	TEMPORARY WORKS				
1.6.1	8.8.2	Allow for excavations to be kept free of all water	Sum	1		
1.6.2	BDM 8.3.17	Accommodation of Traffic	Month	1		
1.6.3	BA 8.8.9	Survey costs	Sum	1		
1.6.4	BA 8.8.8	Location and protection of existing services	Sum	1		
TOTAL FOR SECTION 1: CARRY FORWARD TO SUMMARY						

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM No		PAYMENT REFERS	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			SECTION 2: SITE CLEARANCE				
2.1		SANS 1200C	SITE CLEARANCE				
2.1.1	LI	8.2.1	Clear and grub Site	ha	0.75		
		8.2.2	Remove and grub large trees and tree stumps of girth				
			over up to				
2.1.2	LI		1,0m 2,0 m	No.	10		
2.1.3			2,0 m 3,0 m	No.	2		
2.1.4		8.2.4	Re-clear surfaces (provisional) (where ordered by Engineer)	ha	1		Rate only
2.1.5		8.2.9	Cart materials and debris to unspecified sites and dump (provisional)	m ³ .km	1		Rate only
2.1.6		8.2.10	Removal of topsoil to a nominal depth of 150 mm and stockpile. Allow a free-haul distance of 5km to stockpile site.	m ³	1,125		
2.2		SANS 1200C	SITE CLEARANCE				
		8.2.7 amended	Dismantle and Dispose of pipelines: Excavate up to 1.5m, dismantle, lift ,transport and dispose off-site at a location to be determined by the contractor.				
2.2.1			160mm ø	m	200		
		8.2.7 amended	Dismantle and Dispose of manholes: dismantle, lift ,transport and dispose off-site at a location to be by the contractor.				
			over up to				
2.2.2			1,0 m 1,5 m	No.	1		Rate only
2.2.3			1,5 m 2,0 m	No.	20		
2.2.4			2,0 m 2,5 m	No.	1		Rate only
TOTAL FOR SECTION 2: CARRIED FORWARD TO SUMMARY							

Tenderer

Witness 1

Witness 2


Employer


Witness 1


Witness 2





ITEM No	PAYMENT REFERS	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 3: NEW OUTFALL SEWER				
3.1	SANS 1200DB	EARTHWORKS (PIPE TRENCHES)				
	8.3.2(a)	Excavation & Backfill. Excavate in all materials, form and compact the bedding cradle and blanket in 150 mm layers to 90% mod AASHTO to 300 mm above the top of the pipe and backfill the balance compacted to 90% mod AASHTO and dispose of surplus material off site at a location identified by the Contractor.				
		Side allowance on each side, 300mm (batter as per geotechnical recommendation)				
		For 315mm diameter pipe				
3.1.1		1,0m 2,0 m	m	940		
3.1.2		2,0 m 3,0 m	m	920		
3.1.3		3,0 m 4,0 m	m	1		Rate Only
		Extra over items 3.1.1 to 3.1.7 for excavation in the following materials: (Provisional Item)				
3.1.4	8.3.2(b)	Hard	m ³	650		
3.1.5	8.3.2(b)	Intermediate	m ³	1,000		
3.1.6	8.3.2(c)	Excavate unsuitable material from trench bottom and dispose thereof (Provisional item)	m ³	1		Rate Only
	8.3.3.1	Extra over items 3.1.1 & 3.1.7 for the provision of backfill material for fill above the selected fill blanket complying with SANS 1200 DB				
3.1.7		Commercial or off site sources by the Contractor	m ³	650		
		Extra over items 3.1.1 to 3.1.7 for compaction of backfill in 150 mm layers to the following densities:				
3.1.8		93% Mod AASHTO	m ³	1		Rate Only
3.2	SANS 1200LB	BEDDING (PIPES)				
	8.2.1	Provision of bedding from trench excavation:				
3.2.1	8.2.1 a)	Selected granular material	m ³	400		
	8.2.2.3	Provision of bedding from commercial sources only where ordered by Engineer:				
3.2.2	8.2.2.3 a)	Imported selected granular material	m ³	550		
Carry Forward						



Tenderer


Witness 1


Witness 2



Employer



Witness 1



Witness 2





ITEM No		PAYMENT REFERS	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward							
3.2.3			Imported 19mm single size stone	m ³	100		
3.3		SABS 1200LD	SEWERS				
		8.2.1	Pipework. Supply, handle, lay, joint, bed the following sewer pipes:				
3.3.1	LI		315 mm ø uPVC Class 34 Sewer pipe	m	1,865		
		8.2.3	Manholes. Precast concrete manholes to SANS 1294 including excavation and backfill, complete with benching, channelling, cover and frame, spacer, adaptor slabs, step irons, for:				
			1000 mm ID Chamber for 315 mm ø pipes				
			over up to				
3.3.2			1,0 m 1,5 m	No.	10		
3.3.3			1,5 m 2,0 m	No.	6		
3.3.4			2,0 m 2,5 m	No.	16		
3.3.5			2,5 m 3,0 m	No.	2		
3.3.6			3,0 m 3,5 m	No.	1		Rate Only
			Sundries				
3.3.7	LI	8.2.7	Concrete encasing to pipes in grade 20 MPa concrete including cost of excavation shuttering etc. (Provisional Item)	m ³	20		
		8.2.6	Erf Connections.110 mm Ø Solid wall Heavy duty PVCU Class 34 Erf Connections complete with excavation, junctions, 110 / 160 mm pipes & fittings including end cap and concrete encasing where required :				
3.3.8	LI		Direct erf connection (Allow 4 m pipework)	No.	6		
3.3.9	LI		1-2 m Level difference, erf connection (Allow 4 m pipework)	No.	13		
3.3.10	LI		Into precast manhole, erf connection (Allow 4 m pipework)	No.	15		
3.3.11			Extra over 3.3.9 for 160mm dia. 1-2m level difference erf connection, for commercial erven	No.	1		
TOTAL FOR SECTION 3: CARRIED FORWARD TO SUMMARY							



Tenderer


Witness 1


Witness 2


Employer

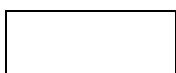

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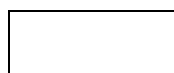

Witness 2

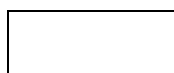


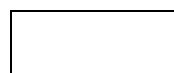
SUMMARY

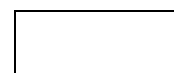
SECTION	DESCRIPTION	
1	PRELIMINARY & GENERAL	R _____
2	SITE CLEARANCE	R _____
3	NEW OUTFALL SEWER	R _____
A	SUB TOTAL	R _____
B	ALLOW FOR CONTINGENCIES (5%)	R _____
C= A+B	TOTAL EXCL .VAT	R _____
D	VAT @ 15%	R _____
E = C+D	GROSS TOTAL INCL. VAT	R _____

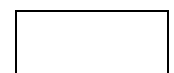

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER SIYATHUTHUKA

SCOPE OF WORK

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The scope of work for this contract consists of the construction of a new replacement bulk outfall sewer for the existing eastern Siyathuthuka Township, adjacent to the planned new Ext.12. The Extension 12 site is undeveloped and there is an existing live sewer pipeline running through it. This existing 160 mm diameter pipeline needs to be replaced by a new larger bulk sewer outfall. The scope will include the following key civil works; construction of a 2.00 km long 315 mm diameter bulk outfall sewer, locating and re-locating any existing connections from the old sewer to the new outfall, tie-in to the existing sewer network and final discharge point, switching over and removal of existing sewer infrastructure.

The Clients objective is to develop a new operational bulk outfall sewer for the existing extension aligned to the new Siyathuthuka Extension 12 cadastral, which will comprise approximately 389 mixed land use stands consisting of new residential stands, business, institutional, creche and public open spaces on vacant land i.e. remainder of Portion 3 of the Farm Tweefontein 357 JT. The Siyathuthuka Township falls within the Emakhazeni Local Municipality jurisdiction. The vacant land parcel for the new Extension 12 is located to the east of the existing township, adjacent to the stream. The new outfall will run along the boundary of the proposed extension and the existing township.

The project will be executed using both conventional construction methods as well as labour based methods. This is as per the program of the National Department of Public Works the Special Public Works Programme (SPWP) as the guidelines of the Expanded Public Works Programme (EPWP).

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities that are to be performed by hand/Labour-Intensive Specification ⁽¹⁾ and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

Bidders must note that preference will be given to local based companies

C3.1.1.1 LOCAL SMMEs DEVELOPMENT

The Contractor will be required to employ local SMMEs Sub-Contracting Company to assist with the excavations of shallow trenches, laying of small diameter pipelines and construction of concrete manholes. The SMMEs Company will be responsible for the appointment of local labourers from the Nkangala District community.

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay set in the SAFCEC tables (South African Federation of Civil Employer's Agenting Contractors). The rate of pay set in the SAFCEC tables (South African Federation of Civil Employer's Agenting Contractors). Sub-contractors must be paid fortnightly and the main contractor must allow for financing such payouts. Sub-contractors must be paid within 7 days from presenting invoice and failure to adhere will be penalised R1 000/day. Failure of sub-contractors for non-payment of his labour will be penalised at 50% of his payment by the main contractor. Contractor must provide enter market-related rates.

The contractor must familiarise him/her with the abovementioned requirements and price this document accordingly.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.1.1.2 KEY PERSONNEL

The Contractor shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only replace by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality

Sufficient suitably qualified professional staff must be made available by the contractor and sub-contractor to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tenderer must include documentary evidence that each proposed key personnel meets these requirements.

The person nominated to act as project site agent for the project must be a registered with the Engineering Council of South Africa (ECSA) as a Candidate Engineering Technician and be in a possession of a diploma in Civil Engineering and have subsequent there of one-year experience in roads construction.

The person nominated for construction monitoring must have a certificate in Civil Engineering with one-year experience in supervision of roads construction.

C3.1.2 OVERVIEW OF THE WORKS

Replacement of the existing problematic outfall sewer which is undersized and has been constructed with backfalls, with a new bulk outfall aligned to the proposed new extension cadastral.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- a) Construction of an approximately 2.00 km long 315 mm diameter bulk outfall sewer
- b) Locating and re-locating any existing connections from the old sewer to the new outfall
- c) Tie-in to the existing sewer network and final discharge point as indicated on the drawings,
- d) Switching over and removal of existing sewer infrastructure
- e) Connections of new stands adjacent to the outfall in Ext.12 (currently under construction).

Correction of defects in the Works in accordance with the requirements specified in the Contract Documents.

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.

The tenderer must allow minimum of 30% of the overall works for SMME's development.

Approximate quantities of each type of work are given in the Schedule of Quantities.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.1.4 LOCATION OF THE WORKS

The Site is located along the Eastern boundary of the Siyathuthuka Township in Emakhazeni Local Municipality.

The GPS coordinates of the projects are given in table 1 below;

Table1: GPS coordinates for proposed project

Description	Longitude	Latitude
Gravel road into site	30° 0'40.05"E	25°40'30.95"S

C3.1.5 CONSTRUCTION PROGRAM

1. Construction work under this contract should start not later than two weeks after site handover and should be completed not later than 8 months after site handover.
2. It is required that the tenderer to submit a detailed construction program linked to the duration of the project and clearly indicating the key deliverables time frames coupled there to and sequence of events.

C3.1.6 TEMPORARY WORKS

The Contractor must obtain written permission from the Engineer before construction of any temporary works may commence. Temporary works may include the following:

- a) Transverse and longitudinal ramps
- b) Placing and removal of barricades.
- c) Diversions of existing storm water courses
- d) Diversions of existing sewers
- e) Facilities within the Contractor's construction camp.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.2 ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Description	Responsibility
Design of Works	Employer's Agent
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Employer's Agent
Final Design of Works	Employer's Agent
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Employer's Agent
Placement of Advertisements in newspapers	Client
Preparation and application for wayleaves	Contractor/ Employer's Agent
Appointment of sub-contractors	Contractor
Supervision	Employer's Agent
Preparation of as-built drawings	Contractor / Employer's Agent
Completion certificate	Employer's Agent / Client / Contractor

C3.2.2 EMPLOYER'S DESIGN

The permanent works included in this contract has been designed by the Employer's agent. The detail of the works is indicated on the drawing and in the specifications.

C3.2.3 CONTRACTOR'S DESIGN

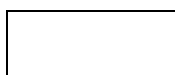
Where the contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply fill working drawings supported by a professional Employer's Agent's design certificate.

C3.2.4 DRAWINGS

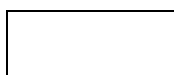
The Employer's Agent will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Employer's Agent at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

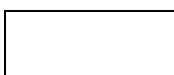
The drawings listed below are attached in order to give an overview of the project.



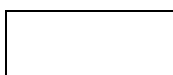
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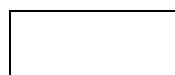
Witness 1



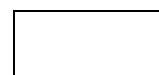
Witness 2



Employer



Witness 1



Witness 2



Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Employer's Agent/Employer on the commencement date and from time to time as required.

DRAWING DESCRIPTION	DRAWING NO.
SEWER OUTFALL LAYOUT	TCE-1146-DD-CIV-SR-001
SEWER LONGSECTION: SHEETS 1 to 2	TCE-1146-DD-CIV-SR-002 to 003
SEWER TYPICAL DETAILS	TCE-1146-DD-CIV-SR-030

The applicable drawings mentioned above are provided in a separate accompanying document

C3.2.5 DESIGN PROCEDURES

Designs shall be concluded by the Employer's Agent and issued to the Contractor on the day of the official site handover. The designs shall be approved by the local authority before construction commences. The contractor shall be liable for capturing all the relevant changes to the design on the as built drawing, thereafter the drawing shall be submitted to the Employer's Agent for capturing. Under no conditions will the contractor deviate from the issued design unless the Employer's Agent formally approves thereof in writing.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.4 CONSTRUCTION

C3.4.1 WORK SPECIFICATIONS

a) Applicable Standard Specifications

The standard specifications for this contract will be the SANS 1200 specifications. The Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

b) Applicable National and International Standards

The Works must comply with certain National and International Standards. These include:

1200A	General
1200C	Site Clearance
1200DB	Earthworks (Pipe Trenches)
1200LB	Bedding (Pipes)
1200LD	Sewers

The above specifications detail the materials, plant, construction, tolerances, testing, measurement and payment of the contract works. The Contractor should familiarize themselves with these requirements in order to accurately quantify their obligations and price accordingly.

CIDB: Standard for Uniformity in Construction Procurement
Occupational Health and Safety Act 183 (1993), Construction Regulations (2003)
<i>Any other standards as may be deemed necessary depending on the type of activity</i>

c) Particular (Project) Specifications

In certain clauses the Standard Specifications allow a choice to be specified in the Particular (Project) Specifications (C3.6) 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 the Particular (Project) Specifications (C3.6). It also contains additional specifications required for this particular Contract.

d) Certification by Recognized Bodies

Where required, Standards South Africa (SABS) must undertake the certification of items for inclusion in the Works.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.4.2 PLANT AND MATERIALS

Materials, Samples and Shop Drawings

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

C3.4.3 CONSTRUCTION EQUIPMENT

Requirements for Equipment

Where applicable, minimum requirements for equipment are specified in the Standard and Project specifications.

C3.4.4 EXISTING SERVICES

All effort has been made to identify existing services on site. Additional surveys of services may be required as outlined in the schedule of quantities at the discretion of the Employer's Agent. All known services are to be located and protected during the construction of the works. This is further detailed in the particular specification.

C3.4.5 SITE ESTABLISHMENT

a) Services and Facilities Provided by the Employer

The Contractor's campsite may be located anywhere on the site along the main road. The layout and proposed position will however need to be approved by the Employer's Agent and Emakhazeni Local Municipality (ELM). Access to the site will be managed and maintained by the contractor to a level so that normal passenger cars can transverse. Water, electricity and sewer connections are not available on site. These services must be provided and must be arranged for with ELM by the Contractor, all at the Contractors cost.

The camp site shall be kept clean and tidy, and at the completion of the contract shall be restored to its original condition at the Contractor's own cost, and to the satisfaction of the Employer's Agent.

In order to facilitate compliance with the Conditions of Contract and the Specification, the Contractor may establish storage accommodation, works offices, workshops, mess-rooms, kitchens, shelters for watchmen, latrines, ablutions and the like in such positions and under such conditions as may be agreed by the Employer's Agent.

Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor shall not make any excavation without written permission of the Employer's Agent.

Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose, and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated.

All such accommodation shall be subject to the approval of the Employer's Agent who shall have free access there at all times.

In addition to the above the Contractor shall provide one toilet per 20 workmen. Portable toilet facilities shall be made available to workers of both male and female genders, the number provided to be in proportion to the ration of the sexes. The toilets shall be located in the vicinity of the work site, shall be screened from public view and the use thereof shall be enforced.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No personnel shall be accommodated on the construction site. Only guards approved by the Employer and on duty may be on site at all times.

Stockpile/spoil areas are to be located close to the construction camp, and shall be adequately demarcated and fenced off if necessary or so instructed by the Employer's Agent.

All regulations and local authority ordinances, as regards smoke emissions and noise abatements shall apply and compliance will be enforced as well as height restrictions and any required obstacle markers.

b) Facilities Provided by the Contractor

The contractor shall make his own arrangements for the supply of electrical power, water telecommunication services, ablution facilities, sewer services, first aid facilities and other services, the payment thereof and all reinstatements required upon completion. No direct payment will be made to the Contractor for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall make his own arrangements for telephone and facsimile facilities. Cellular phones will be acceptable.

c) Storage and Laboratory Facilities

A commercial laboratory shall undertake material testing for the Engineer.

d) Other Facilities and Services

The Contractor shall be responsible for the removal of all waste generated from the construction site and the proper disposal thereof elsewhere at his own cost.

e) Notice Boards

A construction notice board complying with the SAICE specifications must be provided and erected at a position to be agreed with the Employer's Agent. The cost of the supply and erection of this notice board must be included in the establishment cost of the Contractor.

C3.4.6 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make all arrangements for the transport, storage and distribution of water required for construction purposes and his own use.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.5 MANAGEMENT OF THE WORKS

C3.5.1 PLANNING AND PROGRAMMING

The program referred to in Clause 5.6 of the GCC shall be a network-based program in accordance with the precedence method; a detailed cash flow graph indicating projected monthly invoice amounts shall also be provided. The critical path of the program of work shall be clearly indicated and the program monitored continually and updated monthly by the Contractor in accordance with his progress.

1. In compiling the program of work, the Contractor shall incorporate the following important specific requirements and constraints:
 - (a) The identification and marking of affected services prior to commencing construction works.
 - (b) The requirements of the Environmental Management Plan (EMP) as specified in the relevant sections of the Particular Specifications and the requirements in respect of inspections and community liaison.
 - (c) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
 - (d) The relocation of services.
 - (e) An allowance to accommodate "normal" rain days.
 - (f) The recorded water table in certain parts of the site and a requirement to make timeous arrangements in this regard to enable the permanent work to proceed in an orderly manner.
2. Particular attention shall be given to the concurrent construction activities of the Employer and/or his Contractors responsible for the mechanical, electrical and electronic works. In this regard, the Contractor shall ensure that access is provided timeously for the purpose of the erection, installation and commissioning of the plant, equipment and cabling at appropriate times during the contract period.
3. The sequence for completion of the Works required to acknowledge the constraints imposed by operating exciting facilities either uninterrupted until additional processing capacity is provided by the completion of portion of the new work included in this contract, or partially interrupted in consultation with the Employer.
4. The program submitted shall include at least the following details:
 - (a) A work breakdown structure identifying the major activity groups.
 - (b) For each activity group further details shall be provided with regard to the start and end dates of the separate work sites as identified in the Schedules of Quantities and as shown on the drawings.
 - (c) The critical path shall be indicated and floats on non-critical activities shall be shown.
 - (d) The working hours per day, week and month allowed for in the program with details of resource allocations per activity.
 - (e) Production rates for key activities e.g. excavate and place, compaction, concrete, etc.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5. In addition the Contractor shall submit to the Employer's Agent at monthly intervals a progress report indicating the following details:
- (a) Work completed in previous month and total progress to date, per activity.
 - (b) Activities behind program, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
 - (c) A GANTT chart showing the original program, the latest approved version of the program, actual progress achieved and revised completion dates, if and when applicable. Failure to comply with all of the foregoing requirements shall entitle the Employer's Agent to use a program based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

C3.5.2 **QUALITY MANAGEMENT**

C3.5.2.1 **GENERAL**

The Contractor's Quality Management System shall include quality management objectives, policies, organization, procedures and work instruction that comply with the requirements of ISO 9001/2000.

C3.5.2.2 **PROJECT QUALITY PLAN**

The Contractor shall within 20 days from the commencement date submit a Project Quality Plan for the Contract. The Plan shall indicate how the Quality System shall apply to the specific requirements of the Contract to ensure compliance of the Works with the requirements of the Specifications. The Project Quality Plan shall be subject to the approval of the Employer's Agent.

C3.5.2.3 **QUALITY CONTROL PLANS**

Quality Control Plans shall be prepared by the Contractor and/or his subcontractors for each group of activities. Where applicable, approved plant, equipment or services required to realize the specific component shall be included.

Quality Control Plans shall be submitted to the Employer's Agent for approval and for the inclusion of his construction monitoring activities before any construction of the permanent works may commence.

The following surveillance requirements shall be included for affirmation by the Employer's Agent or his representative.

Record (R)	Documentary evidence of the activity and statistical analysis of the data to be retained and copied to the Employer's Agent.
Verification (V)	The Employer's Agent or his representative will not necessarily be present during the activity but documentary evidence to permit verification of compliance with the requirements is generated, retained and copied to the Employer's Agent.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Witness (W)** The Employer's Agent or his representative requires notification to permit witnessing of the activity. The notice period shall be agreed to depending on the nature of the activity and shall be reviewed from time to time. Documentary evidence shall be retained and copied to the Employer's Agent.
- Hold (H)** The Contractor may not proceed to the following activity until the Employer's Agent or his representative has approved the proceeding activity. Documentary evidence shall be retained and copied to the Employer's Agent.
- Random (R)** Construction monitoring by random inspection. Random construction monitoring may be carried out at any stage of the activity or preparation for the activity. Documentary evidence shall be retained and copied to the Employer's Agent.

C3.5.2.4 CATEGORISATION

The following categories shall apply in determining the requirement for a Quality Control Plan

Category	Clarification	Quality Control Plan
Critical	A component, group of components, structure, and the failure of which to comply with the specifications may affect the performance of the works of which it is a part and /or will cause a detrimental environmental impact, and /or may result in hazardous or unsafe conditions.	Required for all components.
Major	A component, group of components, structure, element of a structure or facility, other than categorized as critical, the failure of which to comply with the specifications may compromise the performance of the works of which it is a part, result in increased, maintenance and/or impact negatively on the quality of the works.	As determined by the Contractor and to the approval of the Employer's Agent.
Minor	All items other than those categorized as Critical or Major and which are visible and capable of rectification during routine inspections.	As determined by the Contractor

C3.5.2.5 QUALITY MANAGEMENT AUDIT

The Contractor shall carry out periodic assessments of the adherence to the Quality Plan and Quality Control Plans by senior qualified staff who are not normally employed on the Site. The Employer's Agent and/or his representative shall be invited to attend at the periodic assessments meeting and be afforded the opportunity to report on the implementation of the Quality System at the Site. The assessment reports shall be copied to the Employer's Agent.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.5.2.6

CORRECTIVE ACTION

Failure to confirm to the specified requirements will result in the move by the Employer's Agent of a Corrective Action Request. Failure to rectify the deficiencies covered by a Corrective Action Request within the period stated will result in the Employer's Agent invoking the provisions of GCC Clause 7.9 – Removal of Improper Work and Materials.

C3.5.3

ENVIRONMENTAL MANAGEMENT DURING CONSTRUCTION

Construction will take place near wetlands and an existing watercourse. Every precaution must be taken to protect the established vegetation and water bodies. It is therefore essential that the Employer's Agent be continually consulted throughout the contract period to ensure that environmental considerations are satisfied.

Failure to show adequate consideration to the environmental aspects of this contract will be sufficient for the Employer's Agent to have the Contractor's representative or any other Contractor's employee(s) removed from the site in terms of Clause 24 of the General Conditions of Contract.

The following conditions have been imposed and shall be strictly complied with:
Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether the boundaries are fenced off or not.

The Contractor shall, to the satisfaction of the Employer's Agent, take every necessary precaution to prevent the contamination of any watercourses.

The Contractor shall plan his activities so that materials, in so far as is possible, can be transported direct to and placed at the point where they are to be used. However, where utilising materials in this manner is impractical, it shall be temporarily stockpiled for later loading and transportation to where it will be used.

Stockpiling areas shall be indicated to and approved by the Employer's Agent. Before any stockpiling of material may be done, the site shall be cleaned, and all loose stones or any plant or other material which may cause pollution shall be removed. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition.

The Contractor shall be responsible for the establishment of a refuse control system for the collection and removal of refuse from the campsite and working areas.

The Contractor shall ensure that waste and surplus food, food packaging plastic and organic waste are not deposited by his employees anywhere on the site except in refuse bins for removal. If his employees are to eat elsewhere on site than in the campsite, the Contractor shall designate restricted places for eating in his working areas, shall provide adequate refuse containers in all these places and shall remove the refuse and clean up any remaining food containers immediately after mealtimes.

The Contractor has no right to the trees and shrubs on the site.
No bituminous material or waste material shall be dumped within the road reserve, even if only as a temporary measure. Provision shall be made to remove such excess material directly off the site to spoil areas to be provided by the Contractor".

The contractual requirements for environmental management are comprehensively set out in the additional Specifications: PC Environmental Management during Construction.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.6 PARTICULAR (PROJECT) SPECIFICATIONS

The Standard Specifications provide, in certain clauses, for a choice to be specified in the Construction 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 Specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in the Particular (Project) Specifications consists of the prefix "B" followed by the letter(s) corresponding to the relevant section of the Standard Specifications and the number of the clause or payment within said section respectively.

The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by "B" followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

C3.6.1 SECTION 1200A: GENERAL

BA5.4 PROTECTION OF SERVICES

Add the following to the first paragraph:

"The Contractor shall also be liable for any loss or consequential loss suffered by the owner of an identified or known service or a service that should have reasonably been foreseen to have been present, which is damaged by the contractor's operations."

BA5.1 SETTING OUT OF WORK AND PROTECTION OF BEACONS

Add the following clause:

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Employer's Agent. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Employer's Agent shall be borne by the Contractor."

Add the following to 5.1.1 of this clause:

"In order to comply with Clause 5.1.1 of the Specification the Contractor shall contract or employ a professional land surveyor and supporting team who will check the reference and level beacons as well as a sample of pavement co-ordinates to check accuracy of the levels or set out positions. Agreement shall be reached with the Engineer on the values of the beacons to be used. It is the Contractor's responsibility to maintain and protect all reference beacons."

Add the following to 5.1.2 of this clause:

"There are a limited number of official reference and level beacons on the site. The Contractor shall place additional reference beacons on all sides of the work areas for accurate setting out and levelling purposes. These beacons shall be placed in concrete, marked and certified by a professional land

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



surveyor. Reference beacons shall be check-levelled during construction to confirm the accuracy when instructed by Engineer.

Prior to the commencement of construction, the Contractor shall measure the existing levels on the existing pavement. These levels shall be provided to the Engineer to confirm the final level design drawings, where after the information shall use by the Contractor for settling out

The Engineer requires 14 days to confirm the final levels and to prepare drawings. Level measurements shall be done with site establishment.

BA8 MEASUREMENT AND PAYMENT

Item	Unit
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BA 8.8.8 Location and protection of existing services.....Lump Sum

The tendered lump sum shall cover the cost of location, exposure by hand excavation, protection, and any other measures deemed necessary to ensure that all existing services (as shown in on the layout drawings or surveyed) remain undamaged throughout the construction period.

BA 8.8.9 Survey Costs.....Lump Sum

It is the Contractor's responsibility to set out the Works, and no claim for incorrect setting out will be considered.

A Lump Sum item has been included in the Schedule of Quantities for setting out all the Works, and for the checking of invert levels of all existing works into which the proposed Works must tie.

It is the Contractor's responsibility to confirm the value of the various Bench Marks at the commencement of the contract. No extension of time or claim will be considered for unchecked, incorrect Bench Marks.

Item	Unit
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BA06 Compliance with Environmental Specification.....Lump Sum

The tendered lump sum shall include full compensation for all activities and costs associated with compliance with the environmental and waste management specification provided in the tender document. Please refer to Section 3.7.1 for further information

BA07 Working with other contractors on site.....Lump Sum

There will be another contractor on site working within portions of the road reserve and will be sharing common access roads.

The tendered lump sum shall include full compensation for all activities and costs associated with liaison and co-operating with the other contractors on site.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.6.2 SECTION 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

BDM 5.1.2 ACCOMODATION OF TRAFFIC

Add the following clauses:

5.1.2.1 General

(a) Safety

The entire site will be handed over to the Contractor at the commencement of the contract. Traffic shall generally be accommodated on the existing road by means of Stop/Go controlled half width closures. The travelling public shall have the right of way on public roads, and the Contractor shall take adequate measures, approved by the Engineer, to control the movement of their equipment and vehicles so as not to constitute a hazard on the road.

The Engineer will have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered and the Engineer considers that the risk to the travelling public is unacceptable.

The contractor may not commence construction activities before adequate provision has been made to accommodate traffic.

The following additional conditions shall be adhered to:

- (i) All construction vehicles, equipment or plant left on the site during non-working hours shall be parked at approved areas.
- (ii) The following restricted working conditions will apply:

MAIN ACCESS ROAD

A maximum half width closure length of 1000m shall be allowed for the accommodation of equipment required for the construction of the works. Continual traffic movements are foreseen during the working hours. All movement needs to be coordinated in a safe manner with as little disruption to traffic as possible.

5.1.2.2 Traffic control measures ordered by the engineer

(a) Signage

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard payitems. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(b) Flagmen

Flagmen, including Stop/Go and signal operators, shall be provided where and when required to ensure the safe and co-ordinated accommodation of traffic. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the first warning sign and a second roving flagman to calm traffic down at the start of closures or to indicate to the traffic at the end of closure queues to stop.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1.0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

BDM 8 MEASUREMENT AND PAYMENT

Item

Unit

BDM 8.3.17 Provision of Temporary traffic control facilities.....Sum/Month

The tendered lump sum shall cover the cost of traffic control measures, including equipment and personnel required in order to fulfil the requirements of BDM 5.1.2

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.6.4 PAYMENT CLAUSES RELATING TO ADDITIONAL SPECIFICATIONS

BA8.2.5 GENERAL PAYMENT

(a) Rates to be inclusive

Add the following:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

(b) Materials on the site

Add the following:

"In addition, the Employer's Agent may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- (i) The site selected for this purpose is approved by the Employer's Agent
- (ii) Such land is physically separated from any production plant or operation
- (iii) Only materials for use under this contract is stockpiled on such land
- (iv) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (v) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

(c) Brandnames

Where materials have been specified by brandnames, the rates tendered will be held to have been based on that material. Other similar materials may be submitted to the Employer's Agent for approval.

(d) Payments Certificates

With reference to Sub-Clause 52(1) of the General Conditions of Contract, the Employer's Agent's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor in the form prescribed by the Employer's Agent.

The cost of duplicating and delivering copies of the Employer's Agent's Certificate to the Contractor, the Employer's Agent and the Employer shall be borne by the Contractor. A total of three copies of the certificate (A-4 size) will be required by the Employer's Agent and the Employer."

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BA8.6d IN-SERVICE AND STRUCTURED TRAINING

The contractor shall in addition to the structured (accredited) training if any, as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

(a) Details of in-service and structured training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
 - the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates Tendered for items 1.4.5 BA8.6d in the bill of quantities. The performance of the contractor in providing in-service training shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

(b) Lead time for training

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BA8.6c COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the Employer's Agent and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07h00 and 17h00 and at other times as the need arises. His normal working day will extend from 07h00 in the morning until 17h00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the Employer's Agent to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the Community Liaison Officer (CLO).

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by the Employer with a minimum salary of R5,000.00 per month.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, Employer's Agent and employer at a maximum period of a six months basis, but with the option of renewal.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BA8.4.1a SUBCONTRACTORS

Over and above the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subletting shall in all cases be critically considered by the Employer's Agent.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subcontracting shall in all cases be critically considered by the Employer's Agent. The Employer's Agent reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

BA8.4.1b WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the **Compensation for Occupational Injuries and Deceases Act (COIDA)**. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be **covered by the Contractor to be deemed as included in his General Obligation rates in Section 1 of the SOQ.**

BA8.4.1c HEALTH AND SAFETY ACT 1993

The contractor shall provide the following:

- a) Contractors initial obligations in respect of the OHS Act and Constructions regulations
- b) Provision of full-time Health and Safety officer
- c) Submission of the Health and Safety file

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BA8 MEASUREMENT AND PAYMENT

Add the following items:

ITEM	UNIT
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B8.6c	Provision for a Community Liaison Officer
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- | | |
|--|-----------------|
| a) Provisional sum for the payment of the Community Liaison Officer (R 6,000.00 / month) | Provisional Sum |
| b) Handling costs and profit in respect of sub-item B8.6c | Percentage (%) |

Expenditure of the above item shall be made in accordance with the general conditions of contract. The Tendered percentage is a percentage of the amount actually spent under the sub-item B8.6c, which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

ITEM	UNIT
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B8.6e	Payment of PSC member
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- | | |
|--|-----------------|
| a) Provisional sum for the payment of the PSC (at R600/month)..... | Provisional Sum |
| b) Handling cost and profit in respect of sub-item B12.34 a)..... | Percentage (%) |

ITEM	UNIT
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B8.4.1c	Occupational Health and Safety obligations
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- | | |
|--|-----------------|
| a) Contractors initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations..... | Provisional sum |
| b) Contractors time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations..... | Month |
| c) Provision of full time health and safety officer..... | Month |
| d) Submission of the health and safety file..... | Lump sum |

Payment of the rate per month for sub-item B8.4.1c b) shall include full compensation for all the contractors' obligations relevant to the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The Tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7 ADDITIONAL PROJECT SPECIFICATIONS

C3.7.1 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

C3.7.1.1	REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
C3.7.1.2	ENVIRONMENTAL MANAGEMENT PLAN
C3.7.1.3	PROVISION OF STRUCTURED TRAINING
C3.7.1.4	HIV /AIDS REQUIREMENTS
C3.7.1.5	REQUIREMENTS OF EXTEND PUBLIC WORKS PROGRAMME

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7.1.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

CONTENTS

C3.7.1.1.1	INTRODUCTION
C3.7.1.1.2	SCOPE
C3.7.1.1.3	GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS
C3.7.1.1.4	OPERATIONAL CONTROL
ANNEXURE 1:	MEASURING INJURY EXPERIENCE
ANNEXURE 2:	EXECUTIVE SHE RISK MANAGEMENT REPORT
ANNEXURE 3:	LIST OF RISK ASSESSMENTS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7.1.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

C3.7.1.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Nkangala District Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are outlined in this specification and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Nkangala District Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers. Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.7.1.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.7.1.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Nkangala District Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Nkangala District Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Nkangala District Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Ref. Section/Regulation in OHS Act

Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Nkangala District Municipality together with concise CV's of the appointees. All appointments must be officially approved by Nkangala District Municipality. Any changes in appointees or appointments must be communicated to Nkangala District Municipality forthwith.

The Principal Contractor must, furthermore, provide Nkangala District Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the Nkangala District Municipality or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the Nkangala District Municipality
In addition Nkangala District Municipality may require that a Traffic Safety Officer be appointed for any project.

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7)

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

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations
OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- * Construction Vehicles & Mobile Plant Inspections by Controller
- * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
- * Demolition Inspection Register
- * Designer's Inspection of Structures Record
- * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- * Excavations Inspection
- * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- * Fall Protection Inspection Register
- * First Aid Box Contents
- * Fire Equipment Inspection & Maintenance
- * Formwork & Support work Inspections
- * Hazardous Chemical Substances Record
- * Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

Greater Giyani Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Nkangala District Municipality on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Nkangala District Municipality for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Nkangala District Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

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The Principal Contractors most senior manager on site will be required to attend all Nkangala District Municipality OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by Nkangala District Municipality

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Nkangala District Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Nkangala District Municipality:

Nkangala District Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Nkangala District Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place

Tenderer

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- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to Nkangala District Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Nkangala District Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Nkangala District Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Nkangala District Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Nkangala District Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.7.1.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/ Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Nkangala District Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

Tenderer

Witness 1

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Employer

Witness 1

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(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
- A geo-scientific report (where applicable)
- The loading the structure is designed to bear
- The methods and sequence of the construction process
- all drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&WS
- All drawings pertaining to the F&SW must be kept available on site

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- All equipment used in the erection of F&WS must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances

(g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to Nkangala District Municipality for approval before commencing with the excavation and Nkangala District Municipality will issue a permit to proceed once the Risk Assessment and Method Statement are approved.

- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - the excavation is in stable material or where
 - the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional Employer's Agent or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the Employer's Agent or technologist as well as the appointed excavator
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation

Tenderer

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Employer

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- After substantial damage to any supports
- After rain
- The results of any inspections must be recorded in a register kept on site
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
- any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
- the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
- the safe atmosphere must be maintained or
- employees have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
- an additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
- additional breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
- all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
- the employer must ensure that all employees have left the confined space after the completion of work
- where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

(h) Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural Engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
- no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
- precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
- shoring or propping is applied where necessary
- No person must be required or allowed to work under unsupported overhanging material

THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES

- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded

Tenderer

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Witness 2

Employer

Witness 1

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- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides
 - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
 - Discharged into a container or a barricaded area
 - Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
 - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
 - All asbestos materials likely to become airborne must be identified
 - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing
- During demolition work:
 - all asbestos containing material must be disposed of safely workers must be issued with appropriate PPE and the proper use thereof enforced
 - After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - Apply asbestos by spraying
- Lead related work must be conducted to the requirements of the Lead regulations promulgated under the

OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunnelling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800 mm
- * Definition of Tunnelling: "the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

Boatswains chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.

Tenderer

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- (l) Batch Plants (Construction Regulation 18)
The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18
Explosive Powered Tools (Construction Regulation 19)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

- (m) Cranes & Lifting Equipment (Construction Regulation 20)

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the a table should be used by the driver/operator
- each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winc has been run to its lowest limit
- fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- fitted with a load limiting device that automatically arrest the lift when
- the load reaches its highest safe position or
- when the mass of the load is greater than the MML
- every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes - 10 (ten)
- every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML
- in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety

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- devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person
- all maintenance, repairs, alterations and inspection results must be recorded in a log book
- and each lifting machine must have its own log book.
- no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour
- every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided with a load indicator or a load lifting limiting device

Lifting Tackle:

- to be manufactured of sound material, well constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML
- factor of safety:
 - Natural fibre ropes - 10(ten)
 - Man-made fibre ropes & woven webbing - 06(six)
 - Steel wire ropes – single rope - 06(six)
 - Steel wire ropes – combination slings - 08(eight)
 - Mild Steel chains - 05(five)
 - High tensile/alloy steel chains - 04(four)
- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.
- Operator
- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating
- Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

Construction Regulation 20:

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
- account must be taken of the bearing capacity of the ground on which the TC is to be erected
- the bases for the TC and tracks for rail mounted TC's must be firm and level
- must be erected at a safe distance from excavations
- clear space must be provided and maintained for erection, operation, maintenance and dismantling
- TC operators must be competent to carry out the work safely
TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to Nkangala District Municipality for approval and permission to carry out the lift.

(n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

Construction Vehicles and Mobile Plant will be inspected by Nkangala District Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant (CV&MP) to be:

- of acceptable design and construction

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- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP
- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same
- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File

(o) Electrical Installations (Construction Regulation 22)

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

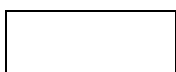
The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

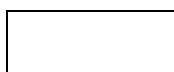
(p) Electrical & Mechanical Lock-Out

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to Nkangala District Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site

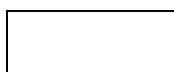
(q) Use & Storage of Flammables (Construction Regulation 23)



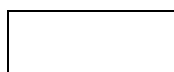
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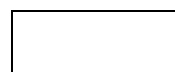
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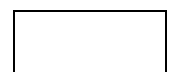
Witness 2



Employer



Witness 1



Witness 2



The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other sources of ignition is allowed in the area
 - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
 - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
 - the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
 - Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
 - All electrical switches and fittings to be of a flameproof design
 - Any work done with tools in a flammables store or work areas to be of a non-sparking nature
 - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
 - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
 - A sign indicating the capacity of the store to be displayed on the door
 - Only one day’s quantity of Flammable is to be kept in the workplace
 - Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
 - Metal containers to be bonded to earth whilst decanting to prevent build-up of static
 - Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders

(r) Working on or Near Water (Construction Regulation 24)

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place

(s) Housekeeping (Construction Regulation 25)

The Contractor to ensure that:

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
- The walls and roof of every indoors workplace is sound and leak-free
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences , boarded over or provided with protection to prevent persons from falling

(t) Stacking & Storage (Construction Regulation 27)

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
- Adequate storage areas are provided and demarcated
- The storage areas are kept neat and under control
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out
- The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or
- the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)
- The articles that make up a single tier are consistently of the same size, shape and mass
- Structures for supporting stacks are structurally sound and able to support the mass of the stack
- No articles are removed from the bottom of the stack first but from the top tier first
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
- Stacks that are in danger of collapsing are broken down and restacked
- Stability of stacks are not threatened by vehicles or other moving plant and machinery
- Stacks are built in a header and stretcher fashion and that corners are securely bonded
- Stepped back at least half the depth of a single container at least every fifth tier
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations

(u) Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)

See (u) above and (v) below.

Fire Prevention and Protection

The Principal Contractor must ensure that:

- The risk of fire is avoided
- Sufficient & suitable storage of flammables is provided
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
- notices prohibiting smoking is displayed and enforced
- welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
- only spark-free hand and power tools are used
- no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
- flameproof switches & fittings are to be used in the flammable atmosphere

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
- Adequate ventilation is maintained
- Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
- Maintenance must include:
 - Regular inspection by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
- A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
- Employees are informed re. emergency evacuation procedures and escape routes
- Emergency escape routes are kept clear at all times
- After evacuation assembly points are demarcated
- Evacuation is practised to ensure that all is evacuated timeously
- Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.
- A clearly audible to all persons on site siren or alarm is fitted

w) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

Change Rooms

Some form of screened off changing facility must be provided separately for each sex.

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

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

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply Engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment

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Employer

Witness 1

Witness 2



was prescribed but an alternative solution has to be found that may include relocating or discharging the employee. The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Nkangala District Municipality projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

(y) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

Portable Electrical Tools

- Must be maintained in good condition at all times to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above

(z) Public Health & Safety (Section 9 of the OHS Act)

The Principal Contractor will be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

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Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times
All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

(z) Hazardous Chemical Substances

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely
- Employees obey lawful instructions regarding:
 - the wearing and use of protective equipment
 - the use and storage of HCS
 - the prevention of the release of HCS
 - the wearing of exposure monitoring and measuring equipment
 - the cleaning up and disposal of materials containing HCS
 - housekeeping, personal hygiene and the protection of the environment
- the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from being detrimentally affected by HCS present or used in the workplace, are taken
- suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
- an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's
- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements

(aa) Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: Executive SHE Risk Management Report

Annexure 3: List of Risk Assessments

ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Tenderer

Witness 1

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Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR) FORMULA

No. of Compensation Claims X 200 000

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: The number of claims lodged with the COID insurer for the period under review

200 000: The fixed factor to align the rate with other rates used internationally

Man-hours Worked

Include: * Hourly Paid Employees

* Sub-contractors (No. of Employees X *220 each)

* Staff (No. of Employees X *220 hours each)

220 man-hours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

CIFR = $\frac{\text{Total No. of Claims against the Workmen's Compensation Fund} \times 200\,000}{\text{Man-hours worked}}$

2.

2. Disabling Injury Incidence Rate (DIIR)

DIIR = $\frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$

2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.

2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

3.1. New employees must undergo pre-employment medical examinations to:

- protect XYZ from claims at a later stage
- ensure that only healthy persons are employed
- prevent injuries and illness in the workplace
- enhance XYZ image

1.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

4.1.	Job 00432:	Gillooly's Mall	Compliance: 56 %(*)
	Job 00786:	Cullinan Head Office	Compliance: 83 %****)
	Job 00589:	Cleveland Station	Compliance: 76 %(***)

5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. *Our objective is to train 5, 5% of employees quarterly.

Month	No. of Employees Trained	Course Source
January	26	
15		
3		Induction
OH&S Reps		
Crane Drivers	Internal	
Consultant		
External		
February	23	
17		Induction
OH&S Reps	Internal	
Consultant		
March	43	
9		
3		
3		Induction
OH&S Reps		
Bomag Rollers		
First Aiders	Internal	
Consultant		
Supplier		
St. John's		

6. LEGAL ISSUES

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary
The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. ENVIRONMENTAL MEASURES

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions

Tenderer

Witness 1

Witness 2

Employer

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Witness 2



- Trenching
- Shoring
- Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7.1.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.7.1.2.1	SCOPE
C3.7.1.2.2	DEFINITIONS
C3.7.1.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.7.1.2.4	LEGAL REQUIREMENTS
C3.7.1.2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.7.1.2.6	TRAINING
C3.7.1.2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.7.1.2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.7.1.2.9	RECORD KEEPING
C3.7.1.2.10	COMPLIANCE AND PENALTIES
C3.7.1.2.11	MEASUREMENT AND PAYMENT

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C3.7.1.2 ENVIRONMENTAL MANAGEMENT PLAN

C3.7.1.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Agency Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.7.1.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

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Witness 1

Witness 2

Employer

Witness 1

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C3.7.1.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the Employer's Agent's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.7.1.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project.

In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.7.1.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

Tenderer

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Witness 2

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Witness 1

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For the purposes of implementing the conditions contained herein, the contractor shall submit to the Employer's Agent for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision. The Employer's Agent will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The Employer's Agent will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the Employer's Agent, but not less frequently than once a month.

The Employer's Agent shall have the authority to instruct the contractor to replace the DEO if, in the Employer's Agent's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required. There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the Employer's Agent a written statement setting out the following:

The type of construction activity. Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect. Methodology for impact containment for each activity or aspect. Emergency/disaster incident and reaction procedures. Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the Employer's Agent whenever there is a change or variation to the original.

The Employer's Agent may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.7.1.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;

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- The potential consequences of departure from specified operating procedures;
 - The mitigation measures required to be implemented when carrying out their work activities.
- In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the Employer's Agent when and how he/she intends concluding his environmental training obligations.

C3.7.1.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.7.1.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i. Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the Employer's Agent for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place. The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible.

Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Employer's Agent for consultation during rehabilitation of the site.

ii. Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Employer's Agent. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Employer's Agent in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii. Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv. Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

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All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v. Heating and cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets.

Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Employer’s Agent.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Employer’s Agent.

c) Waste Management

The contractor’s intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper mann

i. Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer’s Agent. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site.

ii. Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites..

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iii. Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Employer's Agent.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the Employer's Agent.

The contractor shall provide proof to the Employer's Agent that relevant authorisation to store such substances has been obtained from the relevant authority.

In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the Employer's Agent with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage.

The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

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All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Employer's Agent for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Employer's Agent for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site.

The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns.

The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Employer's Agent. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Employer's Agent, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

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The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the Employer's Agent his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department.

It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification.

In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.

ii) Excavation, hauling and placement

The contractor shall provide the Employer's Agent with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated.

Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered.

Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the Employer's Agent for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the Employer's Agent. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

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The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority.

The same shall apply for the disposal of solid waste generated from the various camp establishments. The Employer's Agent will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding.

The contractor may motivate to the Employer's Agent for other acceptable stabilising methods. The Employer's Agent may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an Employer's Agent's certificate certifying slope stability.

The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the Tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Employer's Agent for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the Employer's Agent and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Employer's Agent within the road reserve, shall be subject to the same condition as other stockpiled materials.

Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the Employer's Agent

In all cases, the Employer's Agent shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the Employer's Agent with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock.

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The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc.

The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the Employer's Agent the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) **Batching sites**

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project.

In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The Employer's Agent will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Employer's Agent for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) **Spillages**

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the Employer's Agent.

The Designated Environmental Officer will assess the situation in consultation with the Employer's Agent and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the Employer's Agent. Areas cleared of hazardous waste shall be re-vegetated according to the Employer's Agent's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Employer's Agent.

The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) **Areas of Specific Importance**

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Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the Employer's Agent in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer's Agent of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist.

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Employer's Agent informed of the discovery. The South African Heritage Research Agency (SAHRA) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory. Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction.

This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.7.1.2.9. RECORD KEEPING

The Employer's Agent and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the Employer's Agent shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Employer's Agent in the monthly report.

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Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.7.1.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings. Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

THE FOLLOWING PENALTIES SHALL APPLY FOR ENVIRONMENTAL VIOLATIONS:

A) UNNECESSARY REMOVAL OR DAMAGE TO TREES

- **2600MM GIRTH OR LESS : R 5 000 PER TREE**
- **GREATER THAN 2600MM, BUT LESS THAN 6180MM GIRTH : R10 000 PER TREE**
- **GREATER THAN 6180MM GIRTH : R30 000 PER TREE**

B) SERIOUS VIOLATIONS:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R 1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R10 000 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

C) LESS SERIOUS VIOLATIONS:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site.: R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site.: R 500 per incident
- Any vehicles being driven in excess of designated speed limits.: R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

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Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.7.1.2.11. MEASUREMENT AND PAYMENT

"The cost of complying with this specification shall be deemed to be included in the rates tendered for this contract."

Item	Unit
C100.01	Penalty for unnecessary removal or damage to trees for the following diameter sizes
(a)	2600mm girth or less number (No)
(b)	Greater than 2600mm, but less than 6180mm girth number (No)
(c)	Greater than 6180mm girth number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.02	Penalty for serious violations
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites number (No)
(b)	General damage to sensitive environments
(c)	Damage to cultural and historical sites number (No)
(d)	Pollution of water sources number (No)
(e)	Unauthorised blasting activities number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.03	Penalty for less serious violations
•	Littering on site number (No)
•	Lighting of illegal fires on site number (No)
•	Persistent or un-repaired fuel and oil leaks number (No)
•	Excess dust or excess noise emanating from site number (No)
•	Dumping of milled material in side drains or on grassed areas number (No)
•	Possession or use of intoxicating substances on site number (No)
•	Any vehicles being driven in excess of designated speed limits number (No)
•	Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife number (No)
•	Illegal hunting number (No)
•	Urination and defecation anywhere except in designated areas number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2



CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN	VEGETATION
	SENSITIVE AREAS				
(to be completed by compiler)					
Camp Establishment	Waste treatment				
Hazardous waste					
Water supply					
Spillage					
Storage	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil	Preserve indigenous vegetation				
Preserve topsoil					
Management of weeds					
Housing, Offices and laboratories	Waste treatment				
Hazardous waste					
Water supply					
Spillage					
Storage					
Noise/lights	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Demarcate sensitive areas	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Preserve indigenous vegetation					
Preserve topsoil					
Management of weeds					
Accommodation of Traffic	Waste treatment				
Hazardous waste					
Water supply					
Spillage					
Storage					
Noise/lights					
Dust control	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Demarcate sensitive areas					
Maintenance of windrows	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Preserve indigenous vegetation					
Preserve topsoil					
Management of weeds					
Overhaul	Spillage				
Storage					
Noise/lights					
Dust control					
Exhaust fumes					
Washing waste					
Turning circles					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Parking areas Restrict access to sensitive areas Protection of indigenous vegetation
Preserve topsoil
Clearing and grubbing Waste treatment
Hazardous waste
Water supply
Noise /lights
Dust control Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Protection of indigenous vegetation
Preserve topsoil
Drainage Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Borrow pits Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Stockpiling Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Mass Earthworks Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Pavement layers Waste treatment
Hazardous waste
Water supply
Spillage
Storage
Noise / lights
Dust control Selection of site
Preserve indigenous vegetation
Preserve topsoil
Demarcate sensitive areas
Maintenance of windrows Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Asphalt works / sealing operations Waste treatment
Hazardous waste
Water supply
Spillage
Storage
Noise / lights
Dust control
Smoke control
Storage of materials Selection of site
Preserve indigenous vegetation
Preserve topsoil
Turning circles
Parking areas Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil

Ancillary roadworks Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Structures Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Concrete pavements etc Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7.1.3 **PROVISION OF STRUCTURED TRAINING**

CONTENTS

C3.7.1.3.1	SCOPE
C3.7.1.3.2	GENERIC TRAINING
C3.7.1.3.3	ENTREPRENEURIAL SKILLS TRAINING
C3.7.1.3.4	MEASUREMENT AND PAYMENT

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7.1.3 PROVISION OF STRUCTURED TRAINING

C3.7.1.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.7.1.3.2 GENERIC TRAINING

C3.7.1.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.7.1.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

COURSE DESCRIPTION	ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1 ROAD SAFETY FOR CONSTRUCTION WORKERS
2 FLAGMEN
3 CONCRETE HANDLING, PLACING AND FINISHING
4 GUARDRAILS
5 BITUMINOUS ROAD SURFACING

C3.7.1.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.7.1.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

(a) The name of the training institution and programme

(b) The manner in which the training is to be delivered.

(c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.7.1.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

(a) A suitable venue with sufficient furniture, lighting and power.

(b) All necessary stationery consumables and study material

(c) Transport of the students (as necessary)

C3.7.1.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.7.1.3.2.7 The contractor's training programme shall be subject to the approval of the Employer's Agent, and the contractor shall if so instructed by the Employer's Agent alter or amend the programme and course content if a need is identified once the contract commences.

C3.7.1.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7.1.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.7.1.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.7.1.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the Employer's Agent, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the Employer's Agent.

C3.7.1.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.7.1.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.7.1.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.7.1.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.7.1.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

C3.7.1.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

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

C3.7.1.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.7.1.3.3.10 The contractor's training programme shall be subject to the approval of the Employer's Agent, and the contractor shall if so instructed by the Employer's Agent alter or amend the programme and course content if a need is identified once the contract commences.

C3.7.1.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

C3.7.1.3.4 MEASUREMENT AND PAYMENT

ITEM	UNIT
Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item (a) and (b) above	Percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the Employer's Agent and shall be expended in accordance with the provisions of sub-clause 10.1.2 of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith. The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.7.1.4

HIV/AIDS REQUIREMENTS

CONTENTS

SH 01	SCOPE
SH 02	DEFINITIONS AND ABBREVIATIONS
SH 03	HIV/AIDS EDUCATION AND TRAINING
SH 04	PROVIDING WORKERS WITH ACCESS TO CONDOMS
SH 05	ENSURING ACCESS TO HIV/AIDS TESTING AND COUNCILLING
SH 06	MONITORING

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.4.3.5 HIV/AIDS REQUIREMENTS

SH 01 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about **HIV/AIDS** through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with **HIV/AIDS**, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to **HIV/AIDS** in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

SH.02 DEFINITIONS AND ABBREVIATIONS

SH 02.01 DEFINITIONS

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

SH 02.02 ABBREVIATIONS

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

SH 03 HIV/AIDS EDUCATION AND TRAINING

DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

SH 04 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract.

The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

SH 05 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

SH 06 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding **HIV/AIDS** awareness under this contract

The Contractor must report problems experienced in implementing the **HIV/AIDS** requirements to the Representative/Agent

The attached **SITE CHECKLIST (SCHEDULE A)** shall be completed and submitted at every construction progress inspection to the Representative/Agent

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

C4 SITE INFORMATION

PART C4: SITE INFORMATION

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.1: LOCALITY PLAN

The Site is located adjacent along the Eastern boundary of the Siyathuthuka Township at Emakhazeni Local Municipality with GPS co-ordinates and locality plan as follows;

- Co-ordinates: 25°40'39.86"S 30° 0'36.47"E



Figure 1. Site Locality

Refer to the figure above; the purple outline indicates the site for the new proposed Extension 12. The red line indicates the approximate route of the new outfall to be constructed under this contract.

C4.2: TOPOGRAPHY

The site slopes in a north easterly direction. As Ext.12 falls with the valley of the stream, the slopes are relatively steep around 6.5%. The stream traverses the site along its eastern boundary. Vegetation comprises of veld grass, light indigenous shrubs and bushes.

C4.3: RAINFALL

PERIOD: 2008-2018

30459 PETIT Lat:-- -25.55065 Lon: 28.73549 Altitude: 1405

Month	Average Rainfall (mm)	Rain Days (Per Month)
January	99.581	10.2
February	48.578	5.8
March	67.221	7.7
April	37.688	5.3
May	8.850	2.4
June	6.280	1.4
July	0.692	0.8
August	22.058	1.4

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



September	14.415	1.7
October	44.339	8.1
November	74.082	11.5
December	96.686	10.5

LEGEND

“AVE” represents the average rainfall for the month

“N DAY RAIN” represents the average number of rain days per month (this data will be made available)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY

OUTFALL SEWER LINE SIYATHUTHUKA

C5: ANNEXURES

C5.1 LIST OF BID DRAWINGS

The next list shows the bid drawings as bound into this volume as “Part C5.2: Bid Drawings.”

<i>DRAWING DESCRIPTION</i>	<i>DRAWING NO.</i>
SEWER OUTFALL LAYOUT	TCE-1146-TEN-CIV-SR-O-001
SEWER LONGSECTIONS: 2 SHEETS	TCE-1146-TEN-CIV-SR-O-002 & 003
SEWER TYPICAL DETAILS	TCE-1146-TEN-CIV-SR-O-004

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY
OUTFALL SEWER LINE SIYATHUTUKA

C5.2 BID DRAWINGS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



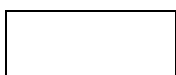
PROJECT NO: 156242 OUTFALL SEWER LINE SIYATHUTHUKA

ADDITIONAL RELEVANT DOCUMENTS

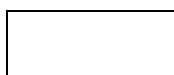
Part C4 : Additional Relevant Documents

The following documents are attached hereto and form part of the Contract:

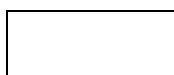
- (i) Nkangala District Municipality Supply Chain Management Policy;
- (ii) Nkangala District Municipality Health and Safety Specification.
- (iii) Guidelines for implementation of labour intensive infrastructure projects under the EPWP
- (iv) Geotechnical Report, GLC028-20.R01 dated 15 October 2020



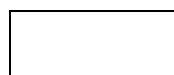
Tenderer



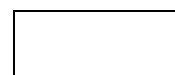
Witness 1



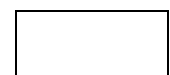
Witness 2



Employer



Witness 1



Witness 2