



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA



**EXPANDED PUBLIC WORKS PROGRAMME**

# **THABAZIMBI LOCAL MUNICIPALITY**

**BID NUMBER: TECH/09/2021-22**

**CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING  
AND SKIERLIK, PHASE 1**

## **TENDER DOCUMENT**

**DECEMBER 2021**

**ISSUED BY: THABAZIMBI LOCAL MUNICIPALITY**

**7 REITBOK STREET**

**THABAZIMBI**

**0380**

**NAME OF TENDERER:** .....

**CIDB CRS NUMBER:** .....

**CSD MAAA NUMBER:** .....

**BID AMOUNT (INCL. VAT):**.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND SKIERLIK,  
PHASE 1

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*Contractor*




*Witness 1*




*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND  
SKIERLIK, PHASE 1

## **T1 TENDERING PROCEDURE**

T1.1 Tender notice and invitation to tender (White Paper)

T1.2 Tender Data (Pink Paper)

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

**Thabazimbi Local Municipality hereby invites suitable service providers to submit bids on:**

BID NUMBER	DESCRIPTION	CONTACT PERSON	CLOSING DATE & TIME	CIDB GRADING	EVALUATION CRITERIA
TECH/09/2021-22	CONSTRUCTION OF VIP TOILET IN ROOIBERG, SKIERLIK AND MERITING	Technical Enquires: A. Nkanyani: 066 038 1044 Procurement Enquires: P. Selalome: 082 864 8837 B.K. Monyeke: 066 008 3752	14 <sup>th</sup> January 2022 @ 12h00 pm	5-CE PE or Higher	80/20

Bid documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) at no fee, and can also be downloaded from the municipal website at [www.thabazimbi.gov.za](http://www.thabazimbi.gov.za)

Bids will be evaluated under the provision of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA; Supply Chain Management Policy of the Municipality in accordance with the Specifications and in terms of **80/20 preferential points system**.

Sealed Bid Documents must be submitted in an envelope clearly indicating, "**BID NUMBER AND DESCRIPTION**" on the outside and must reach the undersigned by depositing it into the Municipal Tender Box, by no later than the date and time stipulated on the above table. All bids will be opened at the Municipal Chamber and register will be sent to the prospective bidders.

The Municipality is not bound to accept the lowest or any Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after the closing date of the Submission thereof.

**Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically or E-mail without clear bid amount on the front page and compulsory required documents will be disqualified.**

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS.

N.B: DUE TO COVID 19 PANDEMIC THERE WILL BE NO BRIEFING SESSION.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:**

- Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Procurement Policy Framework Act new regulations of 2017 and will be based on the 80/20 points system.
- The Validity period of Bids is 90 days from the closing date of bids.
- Submit a company registration document.
- Bidders are required to submit proof of registration of CIDB as required from the table above.
- Bidders must submit NQF Level 5 CETA certification for Labour Intensive Construction (LIC).
- Bidders must submit a Tax Compliance status document/letter with Pin issued by South African Revenue Services SARS.
- Submit all directors' certified ID copies as reflecting on the company registration document.
- A certified copy or an original BBBEE status level Certificate/ a sworn affidavit in terms of the Amended BBBEE codes.
- In the case of a joint venture, a Memorandum of Agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Submit proof of registration summary on Central Supplier Database (CSD).

**T1.1: Bid notice and invitation to tender**

- Latest billing clearance certificate or statement of municipal account not older than three (03) months.
- Completed MBD1, MBD 3, MBD4, MBD 6, MBD 7, MBD 8 and MBD 9.
- All other pre-requisites as detailed in the bid documents shall apply.
- Failure to complete All the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned bids will not be considered.
- All certified documents must not be older than three (03) months

Thabazimbi Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.

**Issued by**

MR LG TLOUBATLA

THE ACTING MUNICIPAL MANAGER

07 RIETBOK STREET

THABAZIMBI

0380

Tel: 014 777 1525

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## T1.2 TENDER DATA

<b>Project title:</b>	<b>CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND SKIERLIK, PHASE 1</b>		
<b>Tender No:</b>	<b>TECH/09/2021-22</b>		
<b>Advertising date:</b>	<b>09 December 2021</b>	<b>Closing date:</b>	<b>14<sup>th</sup> January 2022</b>
<b>Closing time:</b>	<b>12h00 pm</b>	<b>Validity period:</b>	<b>90 days</b>

<b>Clause number</b>	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No 136 of 2015 published in Government Gazette No. 38960 of 10 July 2015 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>		
F.1.1	The employer is the Thabazimbi Local Municipality		
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>THE TENDER  Part 1: Tendering Procedures  T1.1 Tender Notice and invitation to tender (WHITE)  T1.2 Tender data (PINK)</p> <p>Part 2: Returnable Schedules/Documents  T2.1 List of returnable schedules / documents (YELLOW)  T2.2 Returnable schedules (YELLOW)</p> <p>THE CONTRACT  Part C1: Agreement and Contract Data  C1.1 Form of Offer and Acceptance (YELLOW)  C1.1a Final Summary  C1.1b Standard Conditions of tender (Appendix A)  C1.2 Contract Data (YELLOW)  C1.3 Form of Guarantee (YELLOW)</p> <p>Part C2: Pricing  C2.1 Pricing instructions (YELLOW)  C2.2 Bill of Quantities (YELLOW)</p> <p><b>Part C3: Scope of works</b>  C3 Scope of Works (BLUE)</p> <p>Part C4: Site information  C4 Site Information (GREEN)</p>		
F.1.4	The employer's agent is:		
	Name:	Ditlou Consulting Pty (Ltd)	
	Address:	Unit 4, 5 <sup>th</sup> Dimension 14 Escallonia Street Montana Park 0182	

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

	Tel:	012 548 0196
	Fax:	012 548 0298
	E-mail:	info@ditloucon.co.za
F.1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.	
F1.5.2	Insert the following: “.....tender offers, save for all tenders being non-responsive, re-issue a tender covering .....”	
F.2.1	For eligibility refer to Tender Notice.	
F.2.1	<p>2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5CE PE</b> class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB in CE class of work;</li> <li>2. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5CE PE</b> class of construction work. The lead partner should have the higher CIDB grading.</li> <li>3. they have a signed joint venture agreement</li> </ol>	
F.2.1	Only those tenderers who are registered with the CIDB, in a <b>5CE PE</b> or higher class of construction work, are eligible to submit tenders.	
F.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.	
F2.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
F.2.7	For particulars regarding a pre-tender site inspection meeting, see Tender Notice.	
F2.10	State the rates and prices in <b>Rand</b>	
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>	
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender.
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F2.14	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document <b>"FORM C Authority of Signatory."</b>
F.2.15	The closing time for submission of tender offers is as per Tender Notice.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.17	Insert the following at the end of the last sentence: ".....elect to do so, provided that the competitive position of the preferred tenderer is not affected"
F.2.18	<p><b>Provide other material</b></p> <p><b>1. Proposed Key Personnel</b></p> <p>The tenderer shall indicate</p> <ol style="list-style-type: none"> <li>All staff positions/titles proposed for the team and the relationship between them</li> <li>Names of key professional people, and</li> <li>Parent firm abbreviation and in brackets (for JVs) after each professional person</li> </ol> <p>The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment.</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organisational chart 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"> <li>• Name, Age, parent firm, position in the parent firm and within the organisation of this assignment</li> <li>• Educational qualifications on Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.</li> <li>• Summary of experience</li> <li>• Language proficiency and</li> <li>• References (company name, individual name, position held, contact details)</li> </ul> <p>The CV must include a statement dated and signed by the individual, indicating his agreement to work on the assignment.</p> <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> <p><b>2. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version),</b></p> <p>Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> <li>1. Control</li> <li>2. Management</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>3. Operations</p> <p>4. Risk</p> <p>5. Profit and Loss</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 five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (or consultant specific <b>ONLY</b> in the absence of client specific formats) Please fill in the exact required information, failing which your bid will be rendered nonresponsive.</p> <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management of Ventilated Improved Pit (VIP) toilets related projects.</p> <p>The tenderer is required to submit with his tender: non-Submission of the following documents will result in automatic disqualification:</p> <ol style="list-style-type: none"> <li>1. Tax Compliance Status PIN or an original valid Tax Clearance Certificate issued by the South African Revenue Services; and</li> <li>2. a certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.</li> <li>3. In case of Joint Venture – the Joint Venture Agreement.</li> <li>4. Certified copy of valid Certificate of Good Standing with Compensation Commissioner</li> </ol>
F.2.19	Access shall be provided for the following inspections, tests and analysis as may be required by the Employer:
F.2.22	Not a requirement.
F.2.23	Refer to List of Returnable Schedules / Documents (T2.1) for certificates, etc to be included in the tender submission.
F.3.4	The time and location for opening of the tender offers are as per Tender Notice.
F.3.5	A two-envelope procedure will not be allowed
F.3.6	After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers 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 TLM.
F3.11	<p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the TLM and the Preferential Procurement Regulations of 2017.</p> <p>If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants <b>REJECTION OF THE TENDER</b>, for example:</u></p> <ul style="list-style-type: none"> <li>• Certified or scanned copies of Tax Clearance Certificates. (<b>Only original tax clearance certificates</b> must be attached to the Tender document).</li> <li>• Non submission of company registration certificates.</li> <li>• Non submission of the offer in the prescribed format.</li> <li>• Pages to be completed, removed from the Tender document, and have therefore not been submitted (Submitting mixed up document).</li> <li>• Failure to fully complete the schedule of quantities as required.</li> <li>• Failure to fully complete form of offer.</li> <li>• Scratching out without initialling next to the amended rates or information.</li> <li>• Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.</li> <li>• Failure to attend compulsory briefing meetings.</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<ul style="list-style-type: none"> <li>• The Tender has not been properly signed by a party having the authority to do so, according to the <b>Form C – “Authority for Signatory”</b> ▪ No authority for signatory submitted.</li> <li>• Failure to submit certified copies of registration certificates and qualification.</li> <li>• Particulars required in respect of the Tender have not been provided – noncompliance of Tender requirements and/or specifications.</li> <li>• The Tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.</li> <li>• Each page of the Contract portion of this Bid document must be initialled by the authorized person in order for the document to constitute a proper Contract between the EMPLOYER (Thabazimbi Local Municipality) and the undersigned</li> <li>• The Tender has been submitted after the relevant closing date and time</li> <li>• 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.</li> <li>• 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. Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.</li> </ul> <p><b>Size of enterprise and current workload</b> Evaluation of the Tenderer’s position in terms of:</p> <ul style="list-style-type: none"> <li>• Previous and expected current annual turnover</li> <li>• Current contractual obligations</li> <li>• Capacity to execute the contract</li> </ul> <p><b>Staffing profile</b> Evaluation of the Tenderer’s position in terms of:</p> <ul style="list-style-type: none"> <li>• Staff available for this contract being Tendered for</li> <li>• Qualifications, registration and experience of key staff to be utilised on this contract</li> </ul> <p><b>Previous experience</b> Evaluation of the Tenderer’s position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>• Experience in the relevant technical field</li> <li>• Experience of contracts of similar size</li> <li>• Some or all of the references will be contacted to obtain their input.</li> </ul> <p><b>Financial ability to execute the contract:</b> 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"> <li>• 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.</li> </ul> <p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"> <li>• Determine whether an original valid tax clearance certificate has been submitted.</li> <li>• The Tenderer <u>must affix an original valid Tax Clearance Certificate</u> to the <u>designated page of the Tender document</u>.</li> </ul> <p>If the Tender does <b>not</b> meet the requirements contained in the TLM supply chain 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>
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	<p><b>Penalties</b></p> <p>Thabazimbi Local 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, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>• Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li> <li>• Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.</li> <li>• Restrict the firm, its shareholders and directors on obtaining any business from the Thabazimbi Local Municipality for a period of 5 years.</li> </ul> <p><b>Tender evaluation points</b></p> <p>Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following:</p> <p>Preference points for this bid shall be awarded for:</p> <ol style="list-style-type: none"> <li>Price; and</li> <li>B-BBEE Status Level of Contribution.</li> </ol> <p>Points</p> <table border="1"> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>B-BBEE STATUS</td> <td>20</td> </tr> </table> <p>Regulations of disputes, objections, complaints, and queries will be handled in accordance with Supply Chain Management Policy of Thabazimbi Local Municipality.</p>	PRICE	80	B-BBEE STATUS	20
PRICE	80				
B-BBEE STATUS	20				

F3.11.5	<p>The procedure for the evaluation of responsive tenders is <b>Method 4:</b> Financial offer, Quality and Preferences</p> <p>In the case of a financial offer, quality and preferences:</p> <ol style="list-style-type: none"> <li>Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</li> <li>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula, unless otherwise stated in the Tender Data: <p><math>TEV = NFO + NP + NQ</math></p> <p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> <ol style="list-style-type: none"> <li>Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.</li> </ol> </li> </ol>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F3.1  
1.9

### Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_s$$

where:  $S_0$  is the score for quality allocated to the submission under consideration.

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

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

### Functionality Table

CRITERIA	MAXIMUM POINTS	DESCRIPTION OF REQUIREMENTS	NUMBER OF POINTS TO BE ALLOCATED
Qualification of key personnel and company structure (CV, ID and Qualification to be submitted)	20	Project/Contract Manager has <b>Bsc/BTech Civil Engineering of Higher</b> with intensive water reticulation experience	<b>07</b> or Higher years exp – 8  5-6 years Exp - 5  3-4 years exp - 3  1-2 years exp -1
		Site Agent / Manager has <b>B-Tech /N.D Civil Engineering or Higher</b> with water reticulation experiences	<b>6</b> or Higher years exp – 6  4-5 years exp – 3  1-3 years exp – 2
		General Foreman has <b>N.D/Trade Qualification in Civil Engineering or Higher</b> with water reticulation experiences	<b>6</b> or Higher years exp – 4  4-5 years exp – 3  1-3 years exp -2
		Safety Officer has <b>NQF level 2,3</b> and experience in construction and related works	<b>1</b> or Higher years exp 2
Financial References	05	Letter of good standing from the financial institution.	<b>05</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Company Experience on similar projects	35	<b>5 points for each appointment letter</b>  <b>Zero (0)</b> similar project completed successfully. <b>0</b>  <b>One (1)</b> similar project completed successfully. <b>05</b>  <b>Two (2)</b> similar project completed successfully <b>10</b>  <b>Three (3)</b> similar project completed successfully <b>15</b>  <b>Four (4)</b> similar projects completed successfully <b>20</b>  <b>Five (5)</b> similar projects completed successfully <b>25</b>  <b>Six (6)</b> similar projects completed successfully <b>30</b>		
	Interpretation of Scope of work		Good <b>05</b> Moderate <b>2.5</b> Poor <b>1</b> None <b>0</b>		
	Submission of a clear proposed project programme in a Gantt format (Programme is considered realistic and include main components and subcomponents and linkages.				
	Plant and Equipment (Registration certificate should be attached or intend to hire letter	15	Excavator (20 Ton Minimum)	<b>4 – Own</b> <b>2 - Hired</b>	
			TLB (4X4)	<b>3 - Hired</b> <b>1.5 - Hired</b>	
			Water Tanker (10 000 Litres)	<b>3 - Own</b> <b>1.5 - Hired</b>	
			Tipper Truck (10m3)	<b>3 - Own</b> <b>1.5 - Hired</b>	
			Flatbed Truck (8 ton)	<b>2 - Own</b> <b>1 - Hired</b>	
	Total maximum points	75			
Bidders must obtain a <b>minimum of 60 points out of 75</b> to be evaluated further.					
Bid amount should be written on the clearly on the front page of the bid proposal					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The tenderer is to note that the following <b>Additional Relevant Documents</b> will form part of this contract:</p> <ul style="list-style-type: none"> <li>I. Thabazimbi Local Municipality Supply Chain Management Policy,</li> <li>II. The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following: (iii) TLM health and safety specifications</li> </ul>
F3.1 7	The number of paper copies of the signed contract to be provided by the Employer is one.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND  
SKIERLIK, PHASE 1

## **T2 RETURNABLE DOCUMENTS**

T2.1 List of returnable documents

T2.2 Returnable schedules

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant 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 to terminate the contract

The Tenderer must complete and sign the following returnable Schedules:

### Returnable Schedules required for Tender evaluation purposes

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form C	TAX CLEARANCE CERTIFICATE REQUIREMENTS
Form D	DECLARATION OF INTEREST
Form E	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION, ALL APPLICABLE TAXES INCLUDED
Form F	AUTHORITY OF SIGNATORY
Form G	DECLARATION OF GOOD STANDING REGARDING TAX
Form H	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
Form I	MUNICIPAL UTILITY ACCOUNT
Form J	PREFERENCE SCHEDULE
Form K	PROPOSED KEY PERSONNEL
Form L	SCHEDULE OF PREVIOUS EXPERIENCE
Form M	SCHEDULE OF CURRENT PROJECTS
Form M	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form O	SCHEDULE OF PROPOSED SUB CONTRACTORS
Form P	PROGRAMME OF WORKS
Form Q	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form R	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form S	TENDERER'S PROJECT STRUCTURE
Form T	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form U	DECLARATION TENDERER'S LITIGATION HISTORY

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**Returnable Documents that will be incorporated into the contract**

C1.1	Offer Portion of Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee
C2.2	Bill of Quantities

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND  
SKIERLIK, PHASE 1

## T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

### FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

*In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner*

NAME OF ENTERPRISE: \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

CONTACT NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PHYSICAL ADDRESS**

---

---

---

---

**VAT REGISTRATION NUMBER**

---

**TAX REFERENCE NUMBER**

---

**CIDB REGISTRATION NUMBER**

---

**CIDB GRADING**

---

**HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED**

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

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

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

☐

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

☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

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

If Yes, Enclose Proof

.....

Signature

.....

Date

.....

CAPACITY UNDER WHICH BID IS SIGNED

.....

Name of Bidder

\_\_\_\_\_

Contractor

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)
2. **For Companies**
  - A copy of the Certificate of Incorporation;
  - Certified 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**
  - Certified Copies of the ID's of the partners
5. **One-person Business / Sole trader**
  - Certified Copy of ID
6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**
  - Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM B: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully 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( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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:		

**Contractor**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM C: TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD2)**

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

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM D: DECLARATION OF INTEREST (MBD4)**

7. No bid will be accepted from persons in the service of the state<sup>1</sup>.
8. 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.
9. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
- 9.1. Full Name of bidder or his or her Representative: .....
- 9.2. Identity Number: .....
- 9.3. Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):  
.....
- 9.4. Company Registration Number: .....
- 9.5. Tax Reference Number: .....
- 9.6. VAT Registration Number: .....
- 9.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 9.8. Are you presently in the service of the state? **YES / NO**
- 9.8.1. If yes, furnish particulars.....

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

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

"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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9.9.1. If yes, furnish particulars:

.....  
.....

9.10. 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**

9.10.1. 1 If yes, furnish particulars .....

.....

9.11. 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**

9.11.1. If yes, furnish particulars

.....  
.....

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

9.12.1. If yes, furnish particulars

.....  
.....

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

9.13.1. If yes, furnish particulars

.....  
.....

9.14. Do you or any of the directors, trustees, managers, principal 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**

9.14.1. If yes, furnish particulars

.....  
.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>FORM E: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION, ALL APPLICABLE TAXES INCLUDED (MBD 5)</b>
---

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

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

YES	NO
-----	----

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

.....  
 .....

2. Do you have any outstanding undisputed commitments for Municipal services towards any Municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

- 2.1. 1 If no, this serves to certify that the bidder has no undisputed commitments for Municipal services towards any Municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2. If yes, provide particulars.

.....  
 .....

3. Has any contracts been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

- 3.1. If yes, furnish particulars

\_\_\_\_\_

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the Municipality/ Municipal Entity is expected to be transferred out of the Republic?

YES	NO
-----	----

- 4.1. If yes, furnish particulars

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM F: 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 original or certified 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. ....

Contractor

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: .....

*Contractor*

*Witness 1*


*Witness 2*

*Employer*


*Witness 1*

*Witness 2*

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR  
CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY  
LETTERHEAD**



*Contractor*



*Witness 1*




*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

**FORM G: DECLARATION OF GOOD STANDING (MBD 2)**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO  
THIS PAGE**

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.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate




*Contractor*




*Witness 1*



*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

**FORM H: FINANCIAL REFERENCES**

**Notes to tenderer:**

The tenderer shall attach to this form a letter from the bank confirming the bank account and details.

1. 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.

<b>BANK NAME:</b>										
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>										
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>										
<b>ACCOUNT NO:</b>										
<b>ADDRESS OF BANK:</b>										
<b>CONTACT PERSON:</b>										
<b>TEL. NO. OF BANK / CONTACT:</b>										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> <td rowspan="4">(Tick which is appropriate)</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>	0-6 months		(Tick which is appropriate)	7-12 months		13-24 months		More than 24 months	
0-6 months		(Tick which is appropriate)								
7-12 months										
13-24 months										
More than 24 months										

Name of Tenderer: ..... Date: .....

Signature: .....

Full name of signatory: .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**ATTACH ORIGINAL LETTER FROM BANK TO THIS PAGE**  
**(NOT OLDER THAN THREE MONTHS)**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM I: 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**ATTACH MUNICIPAL UTILITY ACCOUNT**  
**(NOT OLDER THAN THREE MONTHS)**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM J: REFERENCE SCHEDULE (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, TENDERES 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 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).
- The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and therefore the.....system shall be applicable.

1.2. The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and;

1.3. Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

1. Preference points for this bid shall be awarded for:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or offers;
- 2.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. **“non-firm prices”** means all prices other than “firm” prices;
- 2.13. **“person”** includes a juristic person;
- 2.14. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

#### 4.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

**Where**

**P<sub>s</sub> = Points scored for comparative price of bid under consideration**

**P<sub>t</sub> = Comparative price of bid under consideration**

**P<sub>min</sub> = Comparative price of lowest acceptable bid**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

7.1. B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

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

**8. SUB-CONTRACTING**

8.1. Will any portion of the contract be sub-contracted?

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

8.1.1. If yes, indicate:

- what percentage of the contract will be subcontracted? .....  
.....
- the name of the sub-contractor? .....
- the B-BBEE status level of the sub-contractor? .....
- whether the sub-contractor is an EME?

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

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

9.1. Name of firm:

\_\_\_\_\_

9.2. VAT registration number

\_\_\_\_\_

9.3. Company registration number

\_\_\_\_\_

9.4. TYPE OF FIRM (*Tick Applicable Box*)

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One Person business/ sole propriety
- ☐ Close Corporation
- ☐ Company
- ☐ (Pty) Ltd
- ☐ Other: Specify

9.5. Describe principal business activities

---

9.6. Company classification

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

9.7. Municipal information:

Municipality where business is situated

---

Registered Account Number

---

Stand Number

---

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

---

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

The information furnished is true and correct;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....  
SIGNATURE(S) OF BIDDER(S)

.....  
WITNESS 1

.....  
WITNESS 2

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM K: PROPOSED KEY PERSONNEL**

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

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	<u>Name</u> of Full-time member	Staff to be appointed on this contract	
		No of <b>Full-Time</b> employment	No of <b>Part Time</b> employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			

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

- i. Position in the firm and within the organisation of this assignment;
- ii. Proof of Educational qualifications o Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



- iii. Language proficiency and
- iv. 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***

***Contractor***

***Witness 1***

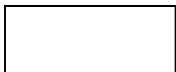
***Witness 2***

***Employer***

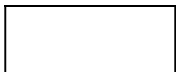
***Witness 1***

***Witness 2***

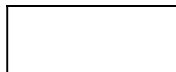
**ATTACH CV'S OF KEY PERSONNEL**



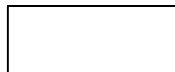
*Contractor*



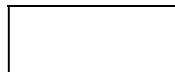
*Witness 1*



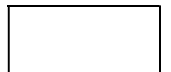
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

**FORM L: SCHEDULE OF PREVIOUS EXPERIENCE**

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved for THABAZIMBI LOCAL MUNICIPALITY projects or other clients. Reference of clients other than TLM **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 and Fax

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM M: SCHEDULE OF CURRENT EXPERIENCE**

Provide the following information on current projects

**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 and Fax

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM N: 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 or leased

**2. Equipment**

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

1. EARTH MOVING EQUIPMENT	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. CONSTRUCTION EQUIPMENT			
3. CONSTRUCTION EQUIPMENT			

**3. 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? .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM O: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

<b>Name of sub-contractor</b>	<b>Full description of work to be performed by sub-contractor</b>

*Contractor*

*Witness 1*

*Witness 2*


*Employer*

*Witness 1*


*Witness 2*

**FORM P: PROGRAMME OF WORKS**


**ATTACH PROGRAMME OF WORKS  
(MS Project format)**



*Contractor*



*Witness 1*




*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

**FORM Q: RECORD OF ADDENDA TO TENDER DOCUMENTS**

**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:**

	<b>Date</b>	<b>Title of Details</b>

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



ATTACH CERTIFIED PROOF OF GOODSTANDING WITH  
COMPENSATION COMMISSIONER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM S: 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.

<b>Head Office:</b>	
<b>Other Offices:</b>	
<b>Registered</b>	
<b>Total Professional Employees:</b>	
<b>% share in JV agreement</b>	

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

--

*Contractor*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*

**FORM T: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: (a) prices;
  - a. geographical area where product or service will be rendered (market allocation)
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit or not to submit, a bid;

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

- d. the submission of a bid which does not meet the specifications and conditions of the bid; or
- e. 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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM U: DECLARATION OF TENDERER'S LITIGATION HISTORY**

**Note to tenderer:**

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND  
SKIERLIK, PHASE 1

## 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 and Safety Act. 1993 (Act No 85 of 1993)

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C1.1 FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works: ..... (Insert broad description of the works)

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 Returnable Schedules, and by submitting this offer has accepted the Conditions of Tender.

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

### THE OFFERED TOTAL OF 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, where upon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signatures: ..... ..

Names: ..... ..

Capacity: ..... ..

Organisation: ..... ..

Witness: ..... ..

Date: ..... ..

CIDB Registration Number: .....

Contractor

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 C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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. 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission 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.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FOR THE EMPLOYER:**

<b>Name of Signatory</b>	<b>Signature</b>	<b>Date</b>

<b>Name of Organisation:</b>	<b>THABAZIMBI LOCAL MUNICIPALITY</b>
Address of Organisation	

**WITNESSED BY:**

<b>Name of Witness</b>	<b>Signature</b>	<b>Date</b>

**SCHEDULE OF DEVIATIONS:**

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

*Contractor**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

**FOR THE TENDERER**

Signatures: .....  
Names: .....  
Capacity: .....  
Organisation: .....  
Witness: .....  
Date: .....

**FOR THE EMPLOYER**

Signatures: .....  
Names: .....  
Capacity: .....  
Organisation: .....  
Witness: .....  
Date: .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C1.2 CONTRACT DATA

### CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract Third Edition (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering.

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

#### PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is <b>Thabazimbi Local Municipality</b>
1.2.1.2	The address of the Employer is:  7 Reitbok Street  Thabazimbi  0380  Telephone: 014 777 1520  Email: info@thabazimbi.gov.za
1.1.1.16	The name of the Engineer <b>Ditlou Consulting (Pty) Ltd</b>
1.2.1.2	The address of the Engineer is:  Unit 4, 5 <sup>th</sup> Dimension  14 Escallonia Street  Montana Park  0182  Telephone: 012 548 0196  Email: info@ditloucon.co.za
5.3.1	Health and Safety Plan, Initial Programme, Guarantee, Insurance, and other relevant documents (e.g. Acceptance, contractor staff)
5.3.2	Submission of documents within 14 days
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 16 December 2021 and ends on 10 January 2022.
	The time to deliver the Deed of Guarantee is 14 days.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

7	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
	The liability of the guarantee shall be 10%.
5.3.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 14 days.
8.6	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6	The limit of indemnity for liability insurance is R 5 Million
5.6	The Works shall be completed within six (6) months.
5.13	The penalty for failing to complete the works is R 2 000.00 per day.
49.3	The limit of retention money is 10 % of every payment certificate.
53.1	The Defects Liability Period is 12 months.
4.5.2  49.6.1 to 4.9.6.3  55.1.8	The variations to the General Conditions of Contract
	Replace the term "Safety" with "Occupational Health and Safety"
	Replace the term "Bank" with "Bank of Insurance Company"
42.3.2	Replace sub-clause with"  The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
	The additional clauses to the General Conditions of Contract are:  Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:  $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$  Where:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

42	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ..... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>
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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **PART 2: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the *General Conditions of Contract Third Edition (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1.8	The Contractor is:
1.2.2	Name: .....
	The Address of the Contractor is:
	Address (physical): ..... ..... .....
	Address (postal): ..... ..... .....
	Telephone: .....
	Facsimile: .....
	E-mail: .....
37.2.2.3	The percentage allowance to cover overhead charges is .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## C1.3 CONTRACT DATA

### FORM OF GUARANTEE

**Project No: TECH/09/2021-22**

#### CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND SKIERLIK, PHASE 1

WHEREAS ..... (Hereinafter referred to as "the Employer") entered into, on the ..... Day of ..... 2020, at ..... A Contract with..... (Hereinafter called "The Contractor") for the construction of .....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of surety ship for the due and faithful fulfilment of such Contract by the Contractor;

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

NOW THEREFORE WE, ..... do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**IN WITNESS WHEREOF** this guarantee has been executed by us at ..... on this..... day of  
..... 20 .....

As witnesses:

1. ....

2. ....

Contractor:

Signature .....

Duly authorised to sign on behalf of  
.....

Address .....  
.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND  
SKIERLIK, PHASE 1

## C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
3. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
4. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
5. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
6. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
7. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
8. A price or rate is to be entered, in BLACK INK, against each item in the Schedule of Quantities.
9. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
10. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measure for each item of work as defined in the standardised, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work 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 Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11. The units of measure indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities

mm	-	millimetre
m	-	metre
km	-	kilometre
km-pass	-	kilometre-pass
m <sup>2</sup>	-	square metre
m <sup>2</sup> -pass	-	square metre-pass
ha	-	hectare
m <sup>3</sup>	-	cubic metre
m <sup>3</sup> -km	-	cubic metre-kilometre
kg	-	kilogram
t	-	ton (1 000 kg)
%	-	per cent
PC Sum	-	Prime Cost Sum
Prov Sum	-	Provisional Sum

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

C2.2 BILL OF QUANTITIES

SECTION 1200 A : GENERAL REQUIREMENTS AND PROVISIONS

SECTION 1200 C : SITE CLEARANCE

SECTION 1200 DA: EARTHWORKS (SMALL WORKS)

SECTION 1200 GA: CONCRETE (SMALL WORKS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BID NUMBER: TECH/09/2021-22: CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING & SKIERLIK  
BILL OF QUANTITIES**

**SECTION 1200 A**

<b>PAYMENT REFERS TO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN- TITY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>SANS 1200 A</b>	<b><u>GENERAL</u></b>				
<b>8.3</b>	<b>FIXED-CHARGE ITEMS</b>				
8.3.1	Contractual Requirements	Sum	1		
8.3.2	Establish Facilities on the Site :				
8.3.2.1	Facilities for Engineer				
	(a) Office complete as specified including monthly levies	Sum	1		
	(b) Survey equipment and assistants	Sum	1		
	(c) Computer and communication facilities as specified (fixed cost)	Sum	1		
8.3.2.2	Facilities for Contractor				
	(a) Offices and storage sheds	Sum	1		
	(b) Workshops	Sum	1		
	(c) Living accommodation	Sum	1		
	(d) Ablution and latrine facilities	Sum	1		
	(e) Tools and equipment	Sum	1		
	(f) Water supplies, electric power and communications	Sum	1		
	(g) Dealing with water (subclause 5.5)	Sum	1		
	(h) Access (subclause 5.8)	Sum	1		
8.3.3	Other fixed-charge obligations	Sum	1		
8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1		
<b>TOTAL CARRIED FORWARD</b>					

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**BID NUMBER: TECH/09/2021-22: CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING & SKIERLIK**  
**BILL OF QUANTITIES**

**SECTION 1200 A**

<b>PAYMENT REFERS TO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN- TITY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>8.4</b>	<b>TIME-RELATED ITEMS</b>				
8.4.1	Contractual Requirements	Month	6		
8.4.2	Operate and maintain facilities on site				
8.4.2.1	Facilities for Engineer for duration of construction (SANS 3.2.8 AB)				
	(a) Office complete as specified including monthly levies	Month	6		
	(b) Survey equipment and assistants	Month	6		
	(c) Computer and communication facilities as specified (fixed cost)	Month	6		
8.4.2.2	Facilities for Contractor for duration of construction, except where otherwise stated				
	(a) Offices and storage sheds	Month	6		
	(b) Workshops	Month	6		
	(c) Living accommodation	Month	6		
	(d) Ablution and latrine facilities	Month	6		
	(e) Tools and equipment	Month	6		
	(f) Water supplies, electric power and communications	Month	6		
	(g) Dealing with water (subclause 5.5)	Month	6		
	(h) Access (subclause 5.8)	Month	6		
8.4.3	Supervision for duration of construction	Sum	1		
8.4.4	Company and head office overhead costs	Sum	1		
8.4.5	Other time-related obligations	Sum	1		
<b>TOTAL CARRIED FORWARD</b>					

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**BID NUMBER: TECH/09/2021-22: CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING & SKIERLIK**  
**BILL OF QUANTITIES**

**SECTION 1200 A**

PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
<b>8.6</b>	<b>PRIME COSTS ITEMS</b>				
	a) Remuneration of Liaison Officer(s) and reimbursement of telephone airtime	PC Sum	1	R 33,000.00	R 33,000.00
	b) Remuneration of PSC	PC Sum	1	7,200.00	R7,200.00
	c) Accredited Training	PC Sum	1	120,000.00	R120,000.00
	d) Percentage for charges and profit on Prime Cost items	%	R160,200		R0.00
<b>B8.7</b>	<b>Compliance with OHS Act and Regulations (including the Construction Regulations, 2014)</b>				
	(a) Provision of a Health and Safety plan	L/Sum	1		
	(b) Provision of Health and Safety file	L/Sum	1		
	(c) Provision of a safety officer (parttime)	L/Sum	1		
	(d) Health and Safety training	L/Sum	1		
	(e) Provision of personal protective clothing and equipment	L/Sum	1		
	(f) Provision of safety fences, signs and barricades	L/Sum	1		
	(g) All other obligations deemed necessary by the contractor	L/Sum	1		
<b>TOTAL CARRIED FORWARD</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BID NUMBER: TECH/09/2021-22: CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING & SKIERLIK  
BILL OF QUANTITIES**

**SECTION 1200 A**

<b>PAYMENT REFERS TO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN- TITY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>B8.8.2</b>	<b>Accommodation of Traffic</b>				
	<b>Temporary traffic-control facilities</b>				
	2 x Flagmen fulltime	month	6		
	Portable STOP and GO-Ry signs	No	2		
	Road signs, TR-series, 1200mm in diameter or 900mm x 675mm if rectangular	No	4		
	Road signs, TW-series, 1 524 mm sides	No	4		
	Danger plates and delineators	No	30		
<b>8.8.4</b>	<b>Location and protection of existing services:</b>				
	.01 Hand excavation necessary for locating and exposing existing services in all materials:				
	0 In all other areas	m <sup>3</sup>	100		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**BID NUMBER: TECH/09/2021-22: CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING & SKIERLIK**  
**BILL OF QUANTITIES**

**SECTION 1200 C**

PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN TITY	RATE	AMOUNT
<b>SANS 1200 C</b>	<b><u>SITE CLEARANCE</u></b>				
8.2.1	<b>Clear and grub:</b>				
	.01 Areas	m <sup>2</sup>	2,254		
8.2.2	Remove and grub large trees and tree stumps of girth:				
	.01 Over 1m and up to and including 2m	No	15		
8.2.3	Remove and grub all trees and tree stumps regardless of girth	ha	0.10		
8.2.5	Take down existing fences				
	(b) Re-erect	m	50		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**BID NUMBER: TECH/09/2021-22: CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING & SKIERLIK**  
**BILL OF QUANTITIES**

**SECTION 1200 DA**

PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
<b>SANS 1200 DA</b>	<b><u>EARTHWORKS (SMALL WORKS)</u></b>				
8.3.2	<b>Excavation</b>				
	a) Remove topsoil to nominal depth 150mm, stockpile and maintain	m <sup>2</sup>	338		
	b) Excavate in all materials and use for backfill	m <sup>3</sup>	4,508		
	b) Extra-over for:				
	.01 Intermediate excavation	m <sup>3</sup>	1,578		
	.02 Hard rock excavation	m <sup>3</sup>	967		
8.3.4	<b>Importing of Materials</b>				
0.02	Extra over items 140.1.01 and 140.1.02 for importation of material from borrow pits	m <sup>3</sup>	451		
8.3.6	<b>Topsoiling</b>				
	.01 Excavate from stockpile, cart on and spread	m <sup>3</sup>	15		
B8.3.9	Extra-over for backfill or for fill material against structures	m <sup>3</sup>	1,352		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BID NUMBER: TECH/09/2021-22: CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING & SKIERLIK**  
**BILL OF QUANTITIES**

**SECTION 1200 GA**

<b>PAYMENT REFERS TO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN- TITY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>SANS 1200 GA 8.2</b>	<b>CONCRETE (SMALL WORKS)</b> <b>SCHEDULED FORMWORK</b>				
8.2.1	Rough	m <sup>2</sup>	138		
8.2.2	Smooth	m <sup>2</sup>	1215		
<b>8.3</b>	<b>SCHEDULED REINFORCEMENT ITEMS</b>				
8.3.2	<b>High-tensile welded mesh in the following:</b>				
	.01 Supply and install mesh Ref. 617	m <sup>2</sup>	1388		
<b>8.4</b>	<b>SCHEDULED CONCRETE ITEMS</b>				
8.4.2	Blinding Layer (25 mm thick blinding layer, class 15/19 concrete)	m <sup>3</sup>	35		
8.4.3	Prescribed Mix Concrete: Class 25/19 MPa				
	.01 Floor Slab	m <sup>3</sup>	174		
8.4.4	Unformed Surface Finishes				
	a) Wood-floated finish	m <sup>2</sup>	28		
	b) Steel floated finish	m <sup>2</sup>	110		
<b>8.6</b>	<b>SUPPLY AND ERECT PRECAST TOILET TOP STRUCTURES (DRAWING: 1086K-04D01)</b>				
<b>8.6.1</b>	<b>VIP Toilet Top Structure</b>				
8.6.1.1	Supply to site precast toilet top structures including, floor slab, concrete back/side /roof, stainless steel door, accessories, fittings & screws of assembly, 2.7m vent pipe, pedestal with seat and lid, toilet brush with cup holder, squeeze bottle	No	601		
8.6.1.2	Assemble and erect complete top structures	No	601		
<b>B8.9</b>	<b>VIP Toilet Substructure</b>				
8.9.1	Brickwork in accordance with SANS 0164: Part 1 -1980 (Class Mortar II)	m <sup>2</sup>	3726		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THABAZIMBI LOCAL MUNICIPALITY CONSTRUCTION OF VIP TOILETS**  
**SUMMARY OF BILL OF QUANTITIES**

<b>SCHEDULE A: CONSTRUCTION OF VIP TOILETS</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
1200 A	GENERAL REQUIREMENTS AND PROVISIONS	
1200 C	SITE CLEARANCE	
1200 DA	EARTHWORKS (SMALL WORKS)	
1200 GA	CONCRETE (SMALL WORKS)	
	<b>TOTAL SCHEDULE A</b>	

<b>CALCULATION OF TENDER SUM</b>	<b>AMOUNT</b>
TOTAL SCHEDULE A: CONSTRUCTION OF VIP TOILETS	
ADD 5% FOR CONTINGENCIES	
<b>SUBTOTAL</b>	
ADD: 15% VAT	
<b>TENDER (CONTRACT) PRICE CARRIED TO FORM OF ACCEPTANCE</b>	

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

## CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND SKIERLIK, PHASE 1

### C3 SCOPE OF WORKS

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3<sup>rd</sup> edition) are applicable.

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## C3.1 DESCRIPTION OF SITE AND ACCESS

### C3.1.1 Employer's Objectives and Overview of the Works

#### **CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND SKIERLIK PHASE 1 PHASE 2**

- The main objective of the employer is to provide Ventilated Improved Pit (VIP) toilets in Rooiberg, Meriting and Skierlik, Phase 1;
- To deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.
- To execute and complete the works with a high degree of safety, sensitivity to the environment and quality within a period of six (6) months.
- Technical training for local community; and
- Creating work for the local community.

### C3.1.2 Description of Site

The three (3) villages are situated within the Thabazimbi Local Municipality (TLM), Limpopo Province, South Africa. The proposed construction of the VIP toilets will be complete with the top and sub-structures as well as hand washing facilities.

### C3.1.3 Extent of the Works

The scope of works under this contract includes the following activities but not limited to:

- Site establishment, maintenance, and removal.
- Setting out.
- Accommodation of traffic.
- Clearing and grubbing, including removal or rubble on site.
- Pit excavations in soft and intermediate materials (LI).
- Backfilling of all pits to depths up to 1m (LI).
- Spreading (LI).
- Processing and compaction (LI).
- Construction of sub-structure.
- Assemble and erect complete of toilet top structure (LI); and
- Finishes.

(LI) – Labour Intensive

All labour-intensive works are marked as Labour – Intensive Construction (LIC) items in the Bill of Quantities and this progress is part of the Expanded Public Works Programme (EPWP).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### **C3.1.3.1 Maintenance Works**

The Contractor is responsible for the maintenance of the Works during construction and during the specified Maintenance Period (defect liability period) commencing from the date of the practical completion of all the Works.

#### **C3.1.4 Other Simultaneous Contracts**

There will be no other contracts on the site.

#### **C3.1.5 Construction program**

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their preliminary weekly programme for the construction of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

#### **C3.1.6 Change in works**

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

#### **C3.1.7 Site Security**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing of his construction personnel and all regulations stipulated by the local authority shall be adhered to. It is anticipated that the contractor's choice of site camp will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C3.2 ENGINEERING

### C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility, and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

### C3.2.2 Drawings

The Engineer 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 Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The following drawings are applicable to this contract (for tendering purposes only):

Drawing No. 1086K – 04D01	VIP Toilet Detail
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The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Thabazimbi Local Municipality and The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) (Available on [www.cidb.co.za](http://www.cidb.co.za)).

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

### C3.4 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular subcontractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience.
- Work which will be sub-contracted to him/her; and
- Approximate value of the work to be sub-contracted.

Before the Engineer in terms of Clause 38 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C3.5 CONSTRUCTION

### C3.5.1 Work Specifications

The following applicable standardized and particular specifications are relevant to this contract:

#### SANS SECTION:

1200A GENERAL REQUIREMENTS AND PROVISIONS

1200C SITE CLEARANCE

1200DA EARTHWORKS (SMALL WORKS)

1200GA CONCRETE (SMALL WORKS)

### C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

### C3.5.3 Construction Equipment

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

### C 3.5.4 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and/ or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

#### **C3.5.5 Site Establishment**

- Source of Water Supply
- Sources of power supply
- Location of camp and depot
- Temporary offices
- Laboratory facilities
- Sanitary facilities
- Name Boards (Name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded)
- Survey assistant and equipment

#### **C3.5.6 Site Usage**

##### Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual.

The Contractor shall further ensure that all public roads that are used for access to the site are always kept free of debris. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

##### Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

#### Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

#### Blasting

As the construction takes place within a built-up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

- a. it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- b. the firing mechanism is so designed that the explosive powered tool will not function unless—
  - I. it is held against the surface with a force of at least twice its weight; and

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- II. the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants–

- a. are of an acceptable design and construction;
- b. are maintained in a good working order;
- c. are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- d. are operated by workers who:
  - I. have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - II. are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- e. arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- f. are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- g. where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- h. are equipped with an electrically operated acoustic signalling device and a reversing alarm;
- i. are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register;
- j. no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- k. every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- l. the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- m. every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- n. bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- o. whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation; and
- p. when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

#### **C3.5.7 Permits and Way leaves**

The Contractor is to ensure that he obtains the necessary way-leaves and departmental approvals prior to commencing with any work within the road reserves or on public property.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C3.6 MANAGEMENT

### C3.6.1 Management of the Works

#### Planning and programme

The Contractor shall deliver to the Engineer within **14 days**, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is R **2000.00** per day.

#### Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

#### Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access hall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- I. adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- II. provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

### Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Local Municipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be determined by the Department of labour guidelines.

This will be payable by the Contractor on a monthly basis. The Contractor's attention is drawn to the standard rates specification ("*Annexure A*" – *Civil Engineering Industry Minimum Wage rates per hour*;) found on the SAFSEC website at [www.safcec.org.za](http://www.safcec.org.za). These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- Provision is specifically made for it in the Contract; or
- Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

### Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter. **Refreshments are to always be served at meetings and lunch at monthly meetings.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Communication

The contact person for the Consultant is: P.P Nkambule

Contact No: 012 548 0196

### Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

### Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- Wages and conditions of work; and
- Safety

### Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

### Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

### Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- Has abandoned the contract; or
- Without reasonable excuse has failed to commence the Works in terms of Clause 9 of the General Conditions of Contract for Construction Works Third Edition (2015), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- Has failed to proceed with the Works with due diligence; or
- Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C3.7 HEALTH AND SAFETY

### 1. SCOPE

#### 1.1 Scope of Specification

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2014 of the Occupational Health and Safety Act (Act 85 of 1993).

This specification applies to tunneling although the minimum requirements for tunneling are contained in the Mines Health and Safety Act. This specification however does not apply to underground construction at this point in time as covered by the Mines Health and Safety Act, 1996 (Act 29 of 1996) as amended.

#### 1.2 Philosophy

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms of this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist consultants for the preparation and implementation of the same during the construction of the Works.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with top health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain top health and safety on construction.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) Follow-up audits to ensure the implementation of prescribed remedial actions,
- c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
- f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

### **1.3 Consultant OHS Inspector**

Optimum Safety Consultancy will be representing the consultant as their Occupational Health and safety officer.

## **2. INTERPRETATIONS**

### **2.1 Supporting specifications**

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

- a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:
  - Construction Regulations, 2014,
  - Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives.
  - General Safety Regulations,
  - General Administrative Regulations, 1996,

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- Driven Machinery Regulations, 1988,
- Electrical Installation Regulations, 1992,
- Electrical Machinery Regulations, 1988,
- Environmental Regulations for Workplaces, 1987, and
- Facilities Regulations, 1990.

b) Clauses 4.5.2, 4.6, 4.7 and 4.8 of the Contract Data.

c) Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, of City of Tshwane Metropolitan Municipality.

## 2.2 Application

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2014 promulgated on 07 February 2014 in terms of Section 43 of the Act.

## 2.3 Definitions

In the Contract (as defined in clause 1. (1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) “Assistant Construction Supervisor” means a competent person appointed in accordance with regulation 8. (8) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (b) “Batch Plant Supervisor” means a competent person appointed in accordance with regulation 18. (1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (c) “Construction Health and Safety Officer” means a competent person appointed in accordance with regulation 8. (5) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (d) “Construction Supervisor” means a competent person appointed on a full-time basis in accordance with regulation 8. (7) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (e) “Construction Vehicles & Mobile Plant Inspector” means a competent person appointed in accordance with regulation 23. (1)(d) of the Construction Regulations, 2014, in writing by the

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



Contractor, with written notification to the Engineer.

- (f) “Contractor” means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2014.
- (g) “Demolition Work Supervisor” means a competent person appointed in accordance with regulation 12.(1) of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Engineer.
- (h) “Employer’s Designer” means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (i) “Contractor’s Designer” means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- (j) “Electrical Temporary Installation Inspector” means a competent person appointed in accordance with regulation 22.(d) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (k) “Employer” means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the “Client”, in the Occupational Health and Safety Act, 1993 and its regulations.
- (l) “Engineer” means the natural or juristic person or partnership named as the “Employer’s Agent” in the Conditions of Contract (clause 1.1.1.16) and appointed by the Employer to act as the Engineer in terms of this Contract.
- (m) “Engineer’s Representative” means the person appointed by the Engineer in terms of Clause 1.1.1.17 of the Conditions of Contract.
- (n) “Excavation Work Supervisor” means a competent person appointed in accordance with regulation 11.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (o) “Explosive Powered Tools Issuer” means a competent person appointed in accordance with regulation 19.(2)(g)(i) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- (p) “Fall Protection Developer” means a competent person appointed in accordance with regulation 8.(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (q) “Fire Extinguisher Inspector” means a competent person appointed in accordance with regulation 27.(h) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (r) “Formwork and Support Work Supervisor” means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (s) “Hazard” means any object, action or condition that can potentially harm the health and safety of persons or property.
- (t) “Hazard Identification” means the identification and documenting of existing or expected hazards.
- (u) “Health and Safety Consultant” means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (v) “Health and Safety Plan” means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (w) “Health and Safety Specification” means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.
- (x) “Health and Safety Representative” means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- (y) “Ladder Inspector” means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
- (z) “Material Hoist Inspector” means a competent person appointed in accordance with regulation 17.(8)(a) of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer.
- (aa) “Method Statement” means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (bb) “Professional Engineer” means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- (cc) “Professional Technologist” means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (dd) “Risk” means the likely occurrence and impact of a hazard.
- (ee) “Risk Assessment” means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (ff) “Risk Assessor” means a competent person appointed in accordance with regulation 7.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (gg) “Safety Agent” means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (hh) “Scaffolding Supervisor” means a competent person appointed in accordance with regulation 14.(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (ii) “Stacking Supervisor” means a competent person appointed in accordance with regulation 26.(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (jj) “Subcontractor” means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (kk) “Suspended Platforms Supervisor” means a competent person appointed in accordance with regulation 15. (1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

## 2.4 Duties, responsibilities and liabilities

### 2.4.1 Principal Parties

This section covers the duties, responsibilities and liabilities of the following principal parties:

- Employer
- Employer’s Safety Agent
- Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Subcontractor
- Employer's Designer
- Contractor's Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2014). The intention of the summary is not to replace the Regulations but is included for indicative purposes. The liabilities of each party are also shown.

a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

5.(1) A client must –

- (a) prepare a baseline risk assessment for an intended construction work project;
- (b) prepare a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
- (c) provide the designer with the health and safety specification contemplated in paragraph (b);
- (d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
- (e) ensure that the designer carries out all responsibilities contemplated in regulation 6;
- (f) include the health and safety specification in the tender documents;
- (g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- (h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- (i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
- (j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(Act No. 130 of 1993);

- (k) appoint every principal contractor in writing for the project or part thereof on the construction site;
- (l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;
- (m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
- (n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
- (o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- (p) ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
- (q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
- (r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and
- (s) ensure that the health and safety file contemplated in regulation 7(1)(b) is kept and maintained by the principal contractor.

In terms of Clause 4.6 of the Contract Data, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and Safety Act, 1993 and all its regulations including the Construction Regulations, 2014. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2014 as listed above.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with regulation 5. (5) of the Construction Regulations, 2014, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

*Contractor*

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*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

- 3.(1)(a) Notify the provincial director in writing of the commencement of the construction works.
- 3.(3) Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.
- 5.(1) Demonstrate a Health and Safety Plan and COVID-19 Plan, based on the Employer's health and safety specifications.
- 5.(1) Apply the Health and Safety Plan from the Commencement Date until completion of the Works.
- 5.(2) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
- 5.(3)(a) Provide any Tenderer or Subcontractor with copies of the Employer's health and safety specifications.
- 5.(3)(b) Appoint Subcontractors in writing.
- 5.(3)(c) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
- 5.(3)(d) Stop any Subcontractor from executing Works, not in accordance with, the Contractor's Health and Safety Plan or which poses a threat to the health and safety of persons.
- 5.(3)(e) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Subcontractor when changes are brought about to the design of the Works.
- 5.(3)(f) Ensure that his Subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 5.(3)(g) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the

*Contractor*

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*Employer*

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requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.

- 5.(5) Discuss and negotiate the contents of his Subcontractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.
- 5.(5) Approve his Subcontractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.
- 5.(6) On request, make available a copy of his and his Subcontractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
- 5.(7) Open and maintain a record management system regarding health and safety for the Contractors own and Subcontractors' Health and Safety Documentation on the construction site.
- 5.(7) Upon request, make available his health and safety record management system to an inspector, Employer, the Employer's Safety Agent or the Contractor.
- 5.(8) Deliver the health and safety record management system to the Employer upon completion of the Works.
- 5.(9) Ensure that a comprehensive and updated list of all his Subcontractors (including their respective subcontracting agreements) are included in the health and safety record management system.
- 5.(10) Satisfy himself on the competencies and resources of the Subcontractor he intends appointing.
- 6.(1) Appoint a construction supervisor.
- 6.(3) Appoint assistant construction supervisors if required by an inspector.
- 6.(5) Appoint individual construction supervisors for individual construction sites.
- 6.(6) The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety Agent.

*Contractor*

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*Employer*

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*Witness 2*

- 6.(7) Provide opportunities to the construction safety officer to provide inputs into the Health and Safety Plan.
- 6.(8) Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.
- 7.(1) Perform a risk assessment prior to the commencement of any construction work.
- 7.(2) On request, make available copies of the his/her risk assessment.
- 7.(3) Consult with the health and safety committee on the development, monitoring and review of the risk assessment.
- 7.(4) Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(5) Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required
- 7.(6) Analyze ergonomic related hazards and address the same in the risk assessment.
- 7.(7) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(8) Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(9) Ensure that every employee is in possession and carries at all times his proof of health and safety induction training.
- 9.(1)(a) Prevent the uncontrolled collapse of any structure which may become unstable due to the carrying out of construction work.
- 9.(1)(b) Ensure that no structure is loaded in an unsafe manner.
- 9.(3) Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety Agent or employee.

In terms of Clause 4.6 of the Contract Data, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations,

*Contractor*

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*Employer*

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*Witness 2*



prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Constructions Regulations, 2014, for which he is liable as mandatory.

d) Subcontractor

To ensure compliance with the Construction Regulations, the Subcontractor shall:

- 5.(4) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specification.
- 5.(4) Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.
- 5.(12) Satisfy himself on the competencies and resources of any Subcontractor he intends appointing.
- 5.(14) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

In addition to the above items, the Subcontractor shall, to ensure compliance with the Construction Regulations, comply with regulations 5.7, 6.(1), 6.(3), 6.(5), 6.(6), 6.(7), 6.(8), 7.(1), 7.(2), 7.(3), 7.(4), 7.(6), 7.(7), 7.(8), 7.(9), 9.(1)(a), 9.(1)(b) and 9.(3), summarized in Section 2.4.1(c) above.

e) Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2014, the Designer (as defined in the Construction Regulations, 2014) shall:

- 9.(2) Make available to the Employer all relevant information affecting the pricing of the Works.
- 9.(b) Inform the Contractor of any hazards relating to the Works.
- 9.2(b) Make available all information required for the safe execution of the Works.
- 9.2(c) Ensure that information relating to geo-sciences, designs loads, and the methods and sequencing of construction processes are made available to the Contractor in a report.
- 9.2(d) Not include dangerous procedures or hazardous materials in the structure's design which could be avoided.
- 9.2(e) Make provision in the design of the Works for hazards likely to be encountered during its subsequent maintenance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 9.2)(f) Carry out inspections of the construction work during the construction period to ensure compliance with the designs.
- 9.2(f) Keep records of the inspections carried out on the construction site.
- 9.2(g) Stop any contractor from executing works not in accordance with the designs.
- 9.2(h) Conduct a final inspection of the completed Works prior to its commissioning.
- 9.2(h) Issue a completion certificate to the Contractor subsequent to a successful final inspection.
- 9.2)(i) Ensure that cognizance is taken of ergonomic design principles in order to minimize related hazards.

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2014 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2014 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

#### 2.4.2 Secondary Parties

This section covers the duties, responsibilities and liabilities of the following secondary parties:

- Construction Health and Safety Officer
- Contractor's Employees
- Fall Protection Developer
- Health and Safety Consultant
- Health and Safety Representative
- Risk Assessor

##### a) Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety Management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

*Contractor*

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*Employer*

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*Witness 2*

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

b) Contractor's Employees

All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety Act, 1993 and briefly summarized as follows:

- Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
- Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
- Obey the health and safety rules and procedures laid down by his employer,
- Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,
- Immediately report any incident in which he was involved which has caused an injury to himself or others, and
- Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety

c) Fall Protection Developer

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 8 of the Construction Regulations, 2014.

d) Health and Safety Consultant

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

e) Health and Safety Representative

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Health and Safety Representative shall fulfill the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

f) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonably practicable.

2.4.3 Supervisors, Inspectors and Issuers

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Batch Plant Supervisor

The Batch Plant Supervisor shall be required to ensure compliance with regulation 18 of the Construction Regulations, 2014. In addition, he shall fulfill the following duties and responsibilities:

- Manage the day to day operation of a batch plant,
- Be responsible for the maintenance of the batch plant,
- Be able to identify developing defects and hazardous situations,
- Act as the Occupational Health and Safety Representative at the batch plant, and
- Take responsibility for the safety of the personnel at the batch Plant.

The Batch Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Supervisor

The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with regulation 21 of the Construction Regulations, 2014. The inspector will also be responsible for the regular inspection of all vehicles

Contractor

Witness 1

Witness 2

Employer

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Witness 2

and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a manner to ensure compliance with regulation 12 of the Construction Regulations, 2014. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation 22 of the Construction Regulations, 2014, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a manner to ensure compliance with regulation 11 of the Construction Regulations, 2014 and shall in particular ensure that every excavation is inspected:

- On a daily basis before each shift,
- After every blasting operation,
- After an unexpected fall of ground,
- After substantial damage to supports, and
- After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive Power Tools Issuer

The Explosives Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation 19 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

h) Fire Extinguisher Inspector

Contractor

Witness 1

Witness 2

Employer

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Witness 2

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation 27 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Formwork and Support Work Supervisor

The Formwork and Support Work Supervisor will supervise all formwork and support work operations and will see to it that formwork and support work erectors, operators and inspectors are competent to carry out their work Works to ensure compliance with regulation 10 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

j) Ladder Inspector

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with regulation 13 of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Material Hoist Inspector

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with regulation 17 of the Construction Regulations, 2014. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

l) Scaffolding Supervisor

The Scaffold Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with regulation 14 of the Construction Regulations, 2014 as well as ensure compliance with applicable SABS 085 specifications. The Contractor shall ensure that proof of such is available on site for auditing purposes.

m) Stacking Supervisor

The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with regulation 26 of the Construction Regulations, 2014.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

n) Suspended Platform Supervisor

The Suspended Platform Supervisor will supervise all suspended platform work operations carried out on the Works and to ensure compliance with regulation 15 of the Construction Regulations, 2014. The supervisor will also see to it that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Contractor shall ensure that proof of such is available on site for auditing purposes.

### 3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN & COVID – 19 PLAN

#### 3.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014, Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

- What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Contractor

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Witness 2

Employer

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Witness 2

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

### **3.2 Outline of Health and Safety Plan**

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
  - a. Alternative Forms of Risk Assessment,
  - b. Methodology of Risk Assessment,
  - c. Elements of Risk Assessment,
    - i. Scope of assessment,
    - ii. Risks Identified,
    - iii. Risk Analysis,
    - iv. Risk Evaluation,
    - v. Risk Treatment,
    - vi. Monitoring and reviewing,
3. Resources,
  - a. Health and Safety Staffing Organogram,
  - b. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment

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*Employer*

*Witness 1*

*Witness 2*



4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
  - a. Administrative systems,
  - b. Training,
  - c. Reporting,
  - d. Monitoring,
  - e. Inspections,
7. Auditing,
  - a. Internal audits,
  - b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

#### **4. RISK ASSESSMENT**

##### **4.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations, 2014, will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

## 4.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, 2014, the Contractor will be required to carry out the following three forms of risk assessment:

### 4.2.1 *Baseline or datum risk assessments*

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

### 4.2.2 *Issue based risk assessments*

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Technological developments invalidate prior risk assessments.

#### 4.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk-free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

### 4.3 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

### 4.4 Elements of a Risk Assessment

#### 4.4.1 General

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,

Contractor

Witness 1

Witness 2

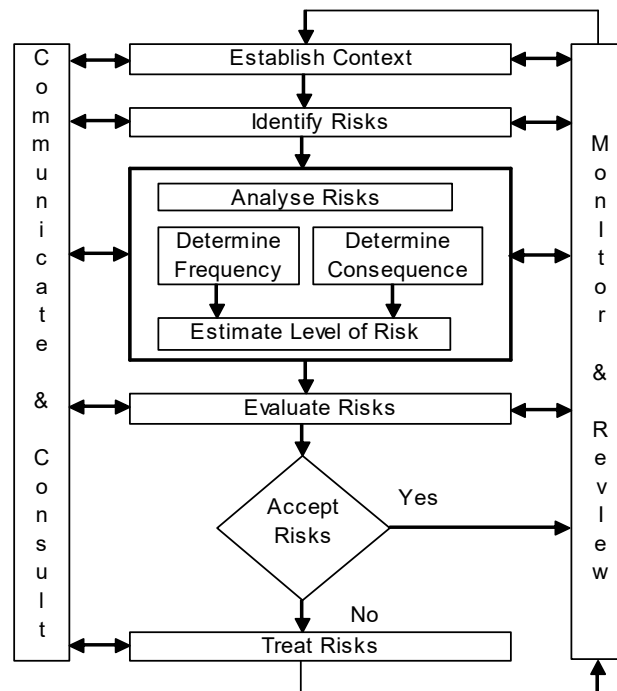
Employer

Witness 1

Witness 2

- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.



**Figure 1: Risk Management Process**

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

#### 4.4.2 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

#### 4.4.3 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

**Figure 2: Compounded Risk Matrix**

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

#### 4.4.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### 4.4.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or
- Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
- Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
- Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

- Avoid risks altogether if possible by using different approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,
- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

#### 4.4.6 *Reporting and Recording*

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation programme of selected treatments (including controls to manage unacceptably high risks).

#### 4.4.7 *Monitoring and Review*

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

#### **4.4.8 Communication and Consultation**

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

### **5. BASELINE RISK ASSESSMENT**

#### **5.1 Purpose**

The purpose of this Baseline Risk Assessment (BRA) is to ensure that the Principal Contractor and Contractors are taking the highlighted risks and hazards in consideration when they develop their site-specific health and safety plans for the project.

It is to further ensure that the client has advised and inform the Principal Contractor, Contractor and the Department of Employment and Labour of the prevailing risk and hazards associated with the project before commencement with the work on site.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

To ensure that the Principal Contractor, Contractor identify, analyse, evaluate and establish control measures to eliminate, mitigate before issuing Personal Protective Equipment of clothing to the workers or any other person affected by activities on site.

## 5.2 Scope

This Baseline Risk Assessment (BRA) apply to the above-mentioned project and for the application of Construction work permit as well as for the Principal Contractor & Contractor appointed for the Project.

## 5.3 Normative Reference

Occupational Health and Safety Act (Section 8(2)(d)

Construction Regulation 5(1)(a) &9

Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives.

## 5.4 Baseline Risk Assessment

In terms of Construction Regulation 5(1)(a), a client is required to prepare a baseline risk assessment of the intended construction project. This Baseline Risk Assessment has been developed in order to ensure that risks and hazards are identified, analysed and evaluated in order to eliminate, mitigate and reduce the exposure to such risk.

Effort shall be made to identify more site-based risks and hazards and possible solutions as far as is reasonably practicable to prevent exposure to such risks and hazards, a task-based risk assessment shall have conducted on site.

In the table below are some of identified baseline risks to be taken into consideration when preparing the health and safety plan for the project:

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
1.	Access control	Public access to site	Injury & Damage to property	Medium	Protection of site (Barricade and fence);  Controlled access point;  Secure;  Signage (Information, Warning & Prohibition signs;  Traffic

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					management;  Notifications and planning &  Identification of high risk areas & Location.
2.	Transportation	Transportation of worker & Material	Road accident; Overloading;	Medium	Training;  Inspection of equipment;  Competent person;  Safe work and operating procedures;  Personal Protective Equipment & Clothing
3.	Traffic Accommodation	Traffic movement	Accident	Medium	Protection of the road (Barricade, barriers, speed humps);  Road traffic control; access point;  Signage (Information, Warning & Prohibition signs);  Traffic management;  Notifications and planning & Identification of high risk areas & Location.
4.	Site Establishment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Low	Supervision;  Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					equipment;  Competent person;  Safe work and operating procedures;  Personal Protective Equipment & Clothing
5.	Underground Services&  Overhead powerlines	Water/Sewage/gas pipes & Electrical cables	Injury; Electrocution; damage to property & Environmental impact	Medium	Supervision;  Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent & qualified person;  Safe work and operating procedures;  Lockout & Tag;  Personal Protective Equipment & Clothing
6.	Redirecting Isolation and disconnecting Services	Electricity, Water/Sewage/gas pipes; Excavation	Electrocution; damage to property & Environmental impact	Medium	Supervision;  Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent & qualified person;  Safe work and operating procedures;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					Lockout & Tag;  Personal Protective Equipment & Clothing
7.	Storage of flammable material and liquids	Fuel storage; gas bottles; Smoking; spark	Fire; explosion; damage to property; Environmental impact	Medium	Management & Control of exposure;  Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent person;  Safety Symbolic signs (Information, Warning & Prohibition);  Safe work and operating procedures;  Personal Protective Equipment & Clothing
8.	Temporary Electrical Installation	Electricity	Electrocution; Fire; explosion damage to property	Low	Supervision;  Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent & qualified person;  Safe work and operating procedures;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					Lockout & Tag;  Personal Protective Equipment & Clothing
9.	Earthwork and stockpile	Underground Services; Plant, Equipment Machinery; Excavation; workers and environment	Injury; Electrocution; damage to property; ground collapse & Environmental impact	Medium	Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent person;  Safe work and operating procedures;  Rescue plan  Personal Protective Equipment & Clothing
10.	Mobile plant and construction equipment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Medium	Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent person;  Safe work and operating procedures;  Personal Protective Equipment & Clothing
11.	Demolition work	Wall, concrete slab, Steel work	Injury; damage to property & Environmental impact	Medium	Prevent exposure;  Substitution;  Engineering

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
12.	Temporary works (Formwork and support work) including reinforcement and shutters.	Scaffolding; Shatters; Beams; Reinforcement; Concrete works	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
13.	Bulk mixing plant (Batch plant)	Cement; sand; fly ash; concrete stone; pumps	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					person;  Safe work and operating procedures;  Dust suppression;  Personal Protective Equipment & Clothing
14.	Working close to water	Reservoirs;  Wastewater dams; Pits and water channels	Injury; damage to property & Environmental impact	Low	Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent person;  Safe work and operating procedures;  Rescue plan  Personal Protective Equipment & Clothing
15.	Confined space	Manholes, channels;  Silos	Injury; damage to property & Environmental impact	Low	Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent person;  Safe work and operating procedures;  Rescue plan;  Personal Protective Equipment &
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					Clothing
16.	Electrical Equipment and hand tools	Jack hammers; grinders; impact drillers; concrete cutter etc.	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
17.	Working at heights	Lifting Equipment; Crane; Scaffold; Ladder; Rope access work	Falling; Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
18.	Pressure Equipment	Compressor air	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					controls;  Training;  Inspection of equipment;  Competent person;  Safe work and operating procedures; Personal Protective Equipment & Clothing	
19.	Enabling & Builders work	Concrete work;  Brick work; Joinery; plumbing;  Drainage	Injury; damage to property & Environmental impact	Medium	Prevent exposure;  Substitution;  Engineering controls;  Training;  Inspection of equipment;  Competent person;  Safe work and operating procedures;  Fall protection;  Personal Protective Equipment & Clothing	
20.	Covid-19	Hazardous biological agents (Contaminated areas, surfaces & equipment, tools); (Contaminated Personal Protective Equipment & Clothing)	Injury; damage to property & Environmental impact	Medium	Prevent exposure;  Decontaminating;  Sanitisation;  Screening & testing;  Isolating and quarantining;  Engineering controls;  Training& information;  Safety symbolic	
Contractor		Witness 1	Witness 2	Employer	Witness 1	Witness 2

**Contractor**

**Witness 1**

**Witness 2**

***Employer***

**Witness 1**

**Witness 2**

					signs;  Provision of hand washing facilities & soap;  Inspection of equipment;  Competent person;  Safe work and operating procedures;  Personal Protective Equipment & Clothing
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## 6. RESOURCES

### 6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993, Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

### 6.2 Employees

#### 6.2.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The health and safety training to be provided to the Contractor's employees,
- The programme of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

#### 6.2.2 *Subcontractors*

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

#### 6.2.3 *Competencies*

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

#### **6.2.4 Physical and Psychological Fitness**

Were required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of the Construction Regulations 2014 medical certificates of fitness are required for persons working at elevated positions (Regulation 8(2)(b)), persons working on suspended platforms (Regulation 15(12)a) tower crane operators (Regulation 20 (g)) and construction vehicle and mobile plant operators (Regulation 21 (1)(d)(ii)).

### **6.3 Plant, Vehicles and Equipment**

#### **6.3.1 Suspended platform**

The Contractor shall with reference to Regulation 15: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends complying with SABS 1808 and SABS 1903,
- What systems he intends using to ensure the safety of all suspended platforms,
- What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

#### **6.3.2 Boatswains chairs**

The Contractor shall with reference to Regulation 16: Boatswains chairs of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Explain what systems he intends using to ensure the safety of all boatswains chairs,
- Explain how he intends maintaining boatswains chairs in use,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- What tests will be performed to establish the safety of boatswains chairs, and
- How he will document the design, testing, maintenance and inspections of the boatswains chairs.

#### 6.3.3 *Material hoists*

The Contractor shall with reference to Regulation 17: Materials Hoist, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists,
- What systems he intends using to ensure the safety of all material hoists,
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

#### 6.3.4 *Batch Plants*

The Contractor shall with reference to Regulation 18: Batch plants of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all batch plants,
- How he intends maintaining the batch plants in use, and
- How he will document the design, testing, maintenance and inspections of batch plants in use.

#### 6.3.5 *Explosive powered tools*

The Contractor shall with reference to Regulation 19: Explosive powered tools, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends controlling the issuing of explosive powered tools,
- How he intends implementing safety procedures prior to use of explosive powered tools, and

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- What safety measures will be required during the use of explosive powered tools.

#### 6.3.6 *Cranes*

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Contractor shall with reference to Regulation 20: Cranes, of the Construction Regulations, 2014 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How will environmental factors be considered in respect to the use of cranes,
- What systems he intends using to ensure the safety of all cranes in use,
- How he intends maintaining cranes in use,
- What tests will be performed to establish the safety of all cranes in use,
- What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

#### 6.3.7 *Construction vehicles and mobile plant*

The Contractor shall with reference to Regulation 21: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:
  - Of acceptable design and construction,
  - Maintained and in good working order,
  - Used according to design specifications, and
  - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

### 6.3.8 *Electrical Installation and Machinery on construction sites*

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

The Contractor shall with reference to Regulation 22: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

### 6.3.9 *Ladders*

The Contractor shall with reference to Regulation 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use.

## 7. MATERIALS

### 7.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

### 7.2 Fall Protection Equipment

The Contractor shall with reference to Regulation 8: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

### 7.3 Scaffolding

The Contractor shall with reference to Regulation 14: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How compliance with SABS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used, and
- What tests will be performed to establish the safety of scaffolding used
- Training plan for scaffold erectors and inspectors.

### 7.4 Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Regulation 23: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage.

## 7.5 Stacking and storage

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Regulation 26: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Who will supervise the stacking and storage of materials on site, and
- What systems are intended to ensure the safe stacking and storage of materials on the site

## 7.6 Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and
- How he will maintain the personnel safety equipment issued.

## 7.7 First Aid, Emergency Equipment and Procedures

The Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

## 8. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## 8.1 General

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

### 8.1.1 *Construction welfare facilities*

Contractors will be required to adhere to Regulation 28: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

### 8.1.2 *Environmental regulations for workplaces*

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

### 8.1.3 *Housekeeping on construction sites*

Contractors will be required to adhere to Construction Regulation 25: Housekeeping on construction sites, of the Construction Regulations, 2014.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
  - Store and/or stack materials,
  - Remove debris from site,
  - Prevent unauthorized entrance to the site
  - Protect employees or passers-by from falling objects

#### *8.1.4 Fire precaution on construction sites*

Contractors will be required to adhere to Construction Regulation 27: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How the Contractor will minimize the risk of fire on the site
- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

#### *8.1.5 Water Environments*

The Contractor will be required to adhere to Construction Regulation 24: Water Environments, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

#### 8.1.6 Structures

The Contractor will be required to adhere to Construction Regulation 9: Structures, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

#### 8.1.7 Watching, barricading and lighting

The Contractor will be required to adhere to regulations 11.3.(i) and 11.3.(l) of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

- Type of barrier or fencing to be used,
- Type and spacing of warning lights and warning signs, and
- Control systems and personnel, he intends employing to ensure that the above items are maintained.

#### 8.1.8 Hazardous Chemical Substances

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Medical surveillance.

**8.1.9 Hazardous biological agents (Contaminated areas, surfaces & equipment, tools); (Contaminated Personal Protective Equipment & Clothing)**

The Contractor will be required to adhere to Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous biological agents:

- Prevent exposure
- Decontaminating
- Sanitisation;
- Screening & testing;
- Isolating and quarantining;
- Engineering controls;
- Training& information;
- Safety symbolic signs;
- Provision of hand washing facilities & soap;
- Inspection of equipment;
- Competent person;
- Safe work and operating procedures;
- Personal Protective Equipment & Clothing

**8.2 Site Clearance**

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

**8.2.1 Demolition work**

Contractors will be required to adhere to Construction Regulation 12: Demolition work, of the Construction Regulations, 2014.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisages to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- Dust control measures
- Noise control measures

### **8.3 Earthworks**

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

#### **8.3.1 Excavation work**

Contractors will be required to adhere to Construction Regulation 13: Excavation work, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

### **8.4 Concrete**

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

#### **8.4.1 Formwork and support work**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

The Contractor shall with reference to Regulation 10: Formwork and support work, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of formwork and support work will be carried out,
- How the erection of formwork and support work will be managed,
- How the continuous assessment of the safety of formwork will be done,
- How the loading of formwork and support work will be managed or limited, and
- How he intends keeping records of the above.

### 8.5 Pipes

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

## 9. IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

### 9.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

### 9.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

### 9.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

### 9.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees (e.g. laminated type identification card).

### 9.5 Safety Meetings

The Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous biological agents
- Hazardous materials / substances
- Job or work projections
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics

#### **9.6 Inspections and Monitoring**

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

- The Employer or his Safety Agent,
- The Employer's Occupational Safety Officer, or
- The designated officer serving in the Department of Manpower and appointed by the Minister as Chief Inspector or his representative.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and asses the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

## **10. AUDITING**

### **10.1 Internal Audits**

The audits contemplated in regulation 4.(1)(d) of the Construction Regulations,2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days' notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 4. (1)(c) of the Construction Regulations, 2014.

#### **10.2 Audits by Employer or Safety Agent**

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours' notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

### **11. MEASUREMENT AND PAYMENT**

#### **11.1 Measurement and Payment**

11.1.1 The scheduled items for health and safety will be as specified in Section 1200A – B8.9 of the Specifications.

11.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1.(h) of the Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the Construction Regulations, 2014.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C3.8 PROJECT SPECIFICATIONS

### C3.4.1 Works specifications

#### C3.4.1.1 Applicable standards

The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A : General (1986)

SABS 1200 AB : Engineer's Office (small works)(1986)

SABS 1200 C : Site clearance (1980)

SABS 1200 DA : Earthworks (small earthworks) (1988)

SABS 1200 GA : Concrete (small works) (1982)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

The **Particular Specifications** together with the **Drawings** and **Bill of Quantities** clearly indicate the sections of the Standard Specifications which apply to this contract.

#### C3.4.1.2 Applicable national and international standards

- i) The Neighbourhood Planning and Design Guide for engineering services and amenities in residential township development by the Department of Human Settlement (Red book).
- ii) Standardized Specification 719 as supplied by the South African Bureau of Standards

#### C3.4.1.3 Particular/generic specifications

##### C3.4.1.3.1 Generic Labour Specification

###### 01 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) assembling of VIP toilets
- c) construction of substructures
- d) backfill around VIP toilets

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 02 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this Contract, the requirements of this specification shall prevail.

## 03 Hand excavate-able material

Hand excavate-able material is material:

- a) granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dens, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm;
- b) cohesive materials:
  - i) whose consistency when profiled may in terms of Table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm;

NOTE:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A Dynamic Cone Penetrometer (DCP) is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

#### 04 Trench excavation

All hand excavate-able material in trenches having a depth of less than 1.5 metres shall be excavated by hand.

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

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

a) to 90% Proctor density;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

**06 Excavation**

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

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

**07 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**08 Shaping**

All shaping shall be undertaken by hand.

**09 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

**11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

**12 Spreading**

All material shall be spread by hand.

**13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**14 Grassing**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**C3.4.1.3.2 Labour intensive competencies for supervisory and management staff**

Established contractors shall only engage supervisory and management staff in labour intensive works that have either completed, or for the period 1 April 2004 to 30 June 2005, is registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April to 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4 unit standards.

**TABLE 1: Skills Programme for Supervisory and Management Staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Personnel	NQF level	Unit standard titles	Skills programme description
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	} any one of these 3 unit standards
Site Agent/ Manager (i.e. the contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: [gerard@ceta.co.za](mailto:gerard@ceta.co.za), tel: 011-265-5900)

#### C3.4.1.3 Certification by recognized bodies

The contractor must be registered with CIDB

#### C3.4.1.4 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer three (3) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.1.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

**C3.4.2 Plant and materials**

**C3.4.2.1 Plant and materials supplied by the employer**

The Employer shall not supply any plant or materials.

**C3.4.2.2 Materials, samples and shop drawings**

**(a) Samples**

Materials or works which do not conform to the approved samples submitted in terms of Subclause 7.4.1 of the Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 7.4.4 of the Conditions of Contract, be for the Contractor's account.

**C3.4.3 Construction equipment**

**C3.4.3.1 Requirements for equipment**

The construction methods adopted and plant and equipment used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect to the nature of the Works to be executed and the standards to be achieved in the Contract. The contractor is to provide equipment as necessary to successfully complete the works as issued under the letter of acceptance and letters of instruction to proceed as detailed in the document.

**C3.4.3.2 Equipment provided by the employer**

The Employer shall not supply any equipment.

**C3.4.4 Existing services**

**C3.4.4.1 Known services**

The Contractor should consult the relevant municipal departments in order to obtain information as to the location of known services. There are no guarantees provided as to accuracy of information provided by the relevant services providers and the contractor accepts the risk associated therewith.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

C3.4.4.2 Treatment of existing services

The location, protection and relocation of existing services form an integral part of this contract.

No guarantee as to the accuracy of the information can be given and the responsibility lies with the contractor to determine the exact positions of all existing services shown on the wayleaves.

Before any work can commence, the Contractor shall contact all private or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

C3.4.4.3 Use of detection equipment for the location of underground services

The engineer may order the contractor to appoint a specialist service provider that uses specialized detecting methods.

C3.4.4.4 Damage to services

Any damage to a known service or a service indicated on a wayleave caused as a result of acts by the contractor, his sub-contractors or their respective employees, shall be repaired at the contractor's expense.

C3.4.4.5 Reinstatement of services and structures damaged during construction

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the or otherwise, the contractor shall immediately advise the Engineer thereof, and further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The Engineer will also decide the extent of work, if any to be undertaken by the contractor in removing, relocating or repairing such services.

**C3.4.5 Site establishment**

C3.4.5.1 Services and facilities provided by the employer

**(a) Water sources**

A reticulated potable water supply is available in the vicinity of the Site.

The responsible water supply authority in the area of the Site is the Thabazimbi Local Municipality, applicable Regional or Area Office.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Should the Contractor wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bidden by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

**(b) Electricity supply**

A reticulated electrical power supply is available in the vicinity of the Site.

The responsible electricity supply authority in the area of the Site is the Thabazimbi Local Municipality/Eskom, applicable Regional or Area Office.

Should the Contractor, in complying with his obligations wish to avail himself of such supply, he shall be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bidden by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

**(c) Excrement disposal**

A reticulated water-borne sewage disposal system exists in the vicinity of the Site.

The responsible sewage disposal authority is the Thabazimbi Local Municipality.

Should the Contractor wish to avail himself of such facility, he shall and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges as may be levied by the responsible sewage disposal authority in respect of the disposal of sewage generated by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts that may have become due and payable by the Contractor to the responsible sewage disposal authority have been promptly paid in full.

**(d) Area for contractor's site establishment**

A specific area in close proximity to, or on the Site of the Works, will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

**C3.4.5.2 Facilities provided by the contractor**

**(a) Facilities for the Engineer**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's bidden Preliminary and General items until the facility has been provided or restored as the case may be.

**(i) Site Office accommodation**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

The contractor shall provide on the site, within his site establishment facility one office for the engineer. The office for the engineer must be a pre-fabricated building 6m x 3,5m in size, painted with two coats of paint, white interior and yellow exterior, two windows and one lockable steel door. Furniture must consist of two neat wooden desks  $\pm 1,2\text{m} \times 0,6\text{m}$  with 6 chairs and two lockable steel cabinets. The office must be supplied with two wall sockets and fluorescent lighting (two 1,2m lights).

(ii) Carports

The Contractor shall provide on Site for the duration of the Contract, two carports for the exclusive use of the Engineer. Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall at least be 20m<sup>2</sup> and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be placed so as to provide easy and convenient access to the Engineer's office.

(iii) Contract name boards

The Contractor shall provide, erect and maintain three contract name board at such positions and locations as are directed by the Engineer.

The Contractor shall before ordering or manufacturing any such contract name boards, obtain the Engineer's written approval in respect of all names and wording to appear on the contract name boards.

(iv) Survey equipment and assistants

(a) Survey equipment

Whenever reasonably required by the Engineer, the Contractor shall make available to the Engineer or his representative, the following additional survey equipment:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 metre Stilon tape measure;
- 1  $\pm 2$  kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall make available to the Engineer or his representative, the following additional survey equipment:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 1 tacheometer with tripod;
- 1 survey staff for tacheometer;
- 1 Distomat, complete with tripod and fully charged battery.

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(b) Survey assistants

The Contractor shall, in accordance with the requirements of the project specifications of this Contract, make available to the Engineer, two (2) survey assistants upon request by the engineer.

(v) Telephone, fax and e-mail facilities

The Contractor shall provide on Site for the duration of the Contract, the following telephone facilities for the use of the Engineer and his Representative:

- One (1) Cellphone handset.
- No Telkom lines are required.
- Vodafone (or similar) Mobile connect modem with initial 10Gb prepaid data.

(vi) Computer facilities

The Contractor shall, for the duration of the Contract, provide the computer equipment together with the software specified hereunder, for the exclusive use of the Engineer and his staff:

- 1 computer
- 1 colour printer, scanner and copier multi-function device - **Samsung CLX 3175** or equivalent compatible.

The computers shall comply with the following minimum specifications:

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- Intel Core 2 - 2.66 GHz processor
- 2.0 Gb RAM
- 250 Gb hard disk drive
- 101 Type keyboard
- 19" LCD Flatron screen
- DVD writer
- 8 Mb AGP display adapter
- One parallel and two serial ports
- Mini-tower case, including 220 V power supply unit
- Three-button mouse with mouse pad
- USB 3G internet connection modem

All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Microsoft Windows 11
- (b) Microsoft Office 2022 Professional

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff. The Contractor shall further provide at his own cost, all paper and ink cartridges and other consumables reasonably required by the Engineer.

**(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's bidded rates.

**(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's bidded rates and prices.

**(d) Excrement disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's bidded Preliminary and General items.

C3.4.5.3      Storage and laboratory facilities

**(a)      Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

**(b)      Testing and quality control**

**(i)      Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

**(ii)      Additional testing required by the Engineer**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests

The costs of all testing carried out by the independent laboratory above shall be borne by the Contractor and shall be deemed to be included in the bidden rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.5.4 Other facilities and services

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor shall fence the area around his offices, stores and sheds (i.e. the "camp") with adequate security fences to ensure that unauthorised persons do not enter the "Camp" area. The rate must include all costs for the installation, maintenance and removal of the fencing in addition to all other facilities as required by the Contractor for his own purposes and as specified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### C3.4.5.5 Extension of time due to abnormal rainfall

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) The Contractor's claims in terms of Subclause 5.12 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month shall be submitted in writing to the Engineer monthly; provided always that:
- (i) the period allowed to the Contractor in terms of Clause 10.1.1.1 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
  - (ii) the 28-day period allowed to the Engineer in terms of Subclause 5.12 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days. The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.
- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.4.5.5(a) above; provided always that
- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Subclause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
  - (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
  - (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
  - (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.
- (f) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract.

**C3.4.6 Site usage**

No labourers will be allowed to reside at the site camp except for security personnel (maximum of 2).

**C3.4.7 Permits and way leaves**

The Contractor shall be responsible to obtain all the wayleave required for this Contract.

**C3.4.8 Sources of Material**

Backfill material for this contract will be either from commercial sources, pit trenches or borrow pits as scheduled.

Bedding material and fill blanket material will be either from pipe trenches, borrow pits or commercial sources as scheduled.

Only ready-mix concrete shall be used unless otherwise approved by the engineer.

**C3.4.9 Properties**

**C3.4.9.1 Inspection of adjoining properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

**C3.4.9.2 Existing residential areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**C3.4.10 Survey control and setting out of the works**

The Contractor shall check the line and the level of the pipeline at least once during the installation of each pipe length and shall take such corrective action as may be necessary. A copy of the results of all checks and a statement of any corrective measures taken shall be available for inspection on the Site, and a copy shall be given to the Engineer on the same day.

**C3.4.11 Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

**C3.4.12 Construction in restricted areas**

Working space in areas may be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bidden will be deemed to include full compensation for any difficulties

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

encountered by the Contractor while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered unless otherwise scheduled.

**C3.4.13 Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bidded rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**C3.4.14 Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidded for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**C3.4.15 Spoil Area**

The Engineer will instruct the Contractor if material is to be spoiled in any place except the approved site as presented by the contractor on site. No indiscriminate spoiling will be allowed. All spoil must be neatly levelled as the contract progresses.

**C3.4.16 Blasting**

The Contractor must adhere to all Safety Regulations to prevent damage to properties. Should rock be encountered it will be removed by controlled blasting methods as approved by the engineer. The

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

contractor will submit full details of his intended rock excavation method for approval by the Engineer.

**C3.4.17 Supervision and Control**

The Contractor must provide competent supervising personnel with all transport, instruments, tools etc to do their own quality control. It is not the duty of the Engineer's representative to act as foreman or surveyor on site and he may elect to do his own control testing when he wishes to do so.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**C3.4.18 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

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

PSA                **GENERAL (SANS 1200 A)**

PSA 5            **CONSTRUCTION**

PSA 5.1        **Setting out of the Works** (Sub-clause 5.1.1)

The Contractor is responsible for the setting out of the Works. The contractor must inspect the erven for any clashes with existing services and/or house structures, seven days before the commencement of construction on any particular section. Any clashes with existing services and/or house structures must be reported to the engineer immediately by means of a site instruction. No further work is to be undertaken on the affected section before the engineer issues revised layouts or instruct the contractor otherwise.

PSA 5.2        **Watching Barricading, lighting and traffic crossings, (Clause 5.2).**

All open excavations shall be properly demarcated with orange netting, dual wires, white drums etc. in accordance with the safety plan.

PSA 5.3        **Protection of Structures (Clause 5.3)**

The contractor must contact house owners at least one week prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed. Detailed photo records shall be taken of houses located adjacent to blasting, prior to blasting.

PSA 7           **TESTING**

PSA 7.2        **Approved Laboratories (Sub-Clause 7.2)**

The Contractor may employ outside agencies, but subject to the approval of the Engineer to do the necessary as required. All tests must be done according to the numbers of tests per lot as prescribed in the SANS 1200 under the relevant section.

The sum tendered under pay-items shall be deemed to cover the full cost for doing all the required testing by an outside agency or the Contractors own facilities.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

PSA 8                    **MEASUREMENT AND PAYMENT**

PSA 8.2                **Payment** (Sub-clause 8.2)

PSA 8.2.1            **Fixed-Charge and Time-Related Items**

(Sub-clauses 8.2.1. and 8.3)

The tendered sums for the fixed-charge and time related items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 53 of the General Conditions of Contract.

PSA 8.3.2            **Establishment of facilities on the site (Clause 8.3.2)**

PSA 8.3.2.1        **Facilities for Engineer (Sub-Clause 8.3.2.1)**

The contractor shall provide details and specifications as appropriate of the items specified under section C3.4.5.2 for acceptance prior to placing orders.

PSA 8.4.2            **Operation and Maintenance of facilities on site for the duration of construction, except where otherwise stated (Clause 8.4.2)**

PSA 8.4.2.1        **Facilities for Engineer (Sub-clause 8.4.2.1)**

The contractor maintain in a good working order the equipment listed under section C3.4.5.2.

**PSA8                    MEASUREMENT AND PAYMENT**

**8.6                    LIAISON OFFICER**

The remuneration of the Liaison Officer(s) shall be determined jointly by the Contractor, the Engineer and the Employer.

The Liaison Officer(s) shall only be employed and paid for the period in which the duties of a Liaison Officer are required as agreed on by the Engineer and the Contractor.

A Prime Cost Sum is provided in the Bill of Quantities to cover the remuneration of the Liaison Officer(s).

**B8.9                  OCCUPATIONAL HEALTH AND SAFETY ACT**

Compliance with the Occupational Health and Safety Act and applicable regulations

Item			Unit		
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(a) Provision of a Health and Safety plan	Lump sum
(b) Provision of Health and Safety file	Lump sum
(c) Provision of a safety officer (full-time)	Lump sum
(d) Health and Safety training	Lump sum
(e) Provision of personal protective clothing and equipment	Lump Sum
(f) Provision of safety fences, signs and barricades	Lump Sum
(g) All other obligations deemed necessary by the contractor	lump sum
(h) Remuneration of an independent Occupational Health and Safety auditor nominated by the Engineer	Prov. Sum

(a) Provision of a Health and Safety plan lump sum

The lump sum tendered shall include full compensation for the provision and maintenance of a health and safety plan, risk assessment, permit applications and notifications as called for in the act and regulations.

Eighty per cent (80%) of the amount will be paid when an approved health and safety plan has been received by the client. A further 10% will be paid when the value of all work done, excluding escalation, exceeds one-half of the Tender Price, and the remaining 10% will be payable when the completion certificate has been issued.

(b) Provision of Health and Safety file lump sum

The lump sum tendered shall include full compensation for the provision and maintenance of a health and safety file on site containing all the documentation required in terms of the act and applicable regulations.

The payment will be made in four equal instalments when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final payment will be made when a consolidated health and safety file is handed to the client on completion of the works.

(c) Provision of a safety officer (Full-time) lump sum

<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> <i>Contractor</i>	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> <i>Witness 1</i>	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> <i>Witness 2</i>	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> <i>Employer</i>	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> <i>Witness 1</i>	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> <i>Witness 2</i>
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The lump sum tendered shall include full compensation for the provision of a competent and experienced safety officer, part-time or full-time as the case may be, for the duration of the construction work.

The payment will be made in four equal instalments when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final payment will be payable when the completion certificate has been issued.

(d) Health and Safety training lump sum

The lump sum tendered shall include full compensation for the provision of training programs for the contractor's employees and also, where applicable, for sub-contractors.

Eighty per cent (80%) of the amount will be paid when the contractor's personnel and sub-contractors, where relevant, have received health and safety training. A further 10% will be paid when the value of all work done, excluding escalation, exceeds one-half of the Tender Price, and the remaining 10% will be payable when the completion certificate has been issued.

(e) Provision of personal protective clothing and equipment lump sum

The lump sum tendered shall include full compensation for the provision, maintenance, repair and/or replacement of damaged or unsuitable protective clothing and equipment for use by the contractor's employees, subcontractors and visitors on site.

Sixty per cent (60%) of the amount will be paid when the contractor's personnel and sub-contractors, where relevant, have received personal protective clothing and equipment. The payment of the remaining amount will be made in four equal instalments when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final payment will be payable when the completion certificate has been issued.

(f) Provision of safety fences, signs and barricades lump sum

The lump sum tendered shall include full compensation for the provision of safety fences, signs and barricades as well as maintenance, repair and/or replacement of damaged safety fences, signs and barricades and for all labour and costs required for the placement, removal or moving to fresh positions as and when necessary. The cost of safeguarding the above items against theft and vandalism shall also be included in the tendered sum.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The payment will be made in four equal instalments when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final payment will be payable when the completion certificate has been issued.

- (g)

All other obligations deemed necessary by the contractor to fulfil all requirements of the relevant Occupational Health and Safety Act and Construction Regulations

lump sum

The lump sum tendered shall include full compensation for the contractor’s obligations in terms of the occupational health and safety act and supporting regulations not specifically covered in the items (a) to (f) above.

The payment of will be made in four equal instalments when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final payment will be payable when the completion certificate has been issued.

**B8.10 CONTRACT NAMEBOARD**

	Item	Unit
	8.10.1 Supply and erect the official name-board(s)	No
8.10.1	Supply and erect the official name-board(s),	No

The Contractor shall supply and erect the official name-board(s), the details of which will be issued as a Drawing by the Engineer. The name-board(s) shall be erected in the position(s) indicated by the Client and Engineer. The tendered amount shall include all logos not limited to EPWP, Coat of arms, Thabazimbi Local Municipality, the Consultants, Contractor’s, etc.

All notices, signboards, the official name-board(s), and advertisements shall be removed by the Contractor on completion of the Work or by the end of the defects liability period, as may be decided by the Engineer.

**PSC SITE CLEARANCE (SANS 1200 C)**

**PSC 5 Construction**

**PSC 5.2.3.2 Individual trees**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The penalty for the removal of/or damage to, unmarked trees are **R5, 000.00 per tree removed** or damaged. Trees may only be removed on written instruction of the Engineer.

During the clearing & grubbing for the VIP toilets, the contractor shall mark all trees that affects the service and report to the engineer who will determine whether the designs are to be revised to accommodate the obstruction.

**PSGA: CONCRETE (SMALL WORKS)**

**PSGA 3: MATERIALS**

**PSGA 3.2: Cement**

Add the following:

“All cement used on this contract shall be CEM I or CEM II A-S to SABS ENV 197-1. The use of admixtures will not be permitted.”

**PSGA: 5 CONSTRUCTION**

**PSGA 5.1: Reinforcement**

**PSGA 5.1.2: Fixing**

Add the following:

“Welding of reinforcement shall not be permitted.”

Add the following additional subsubclause :

**“PSGA 5.1.3.1: Spacers**

Spacers that are required to provide the necessary concrete cover to the reinforcement shall be manufactured from either mortar, patented plastic or any other non-corrosive material. The spacers shall be of sufficient strength to perform their duty and shall be fitted with fasteners to keep them in the required position during the casting of the concrete. If manufactured from mortar, their strength shall comply with the minimum strength specified for the concrete. The spacers shall be reconcilable with the specified finish of the concrete.”

**PSGA 5.4: Concrete**

**PSGA 5.4.1: Quality**

**PSGA 5.4.1.5: Strength concrete**

Add the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“The strength of concrete and the maximum nominal size of coarse aggregate for the various portions of the works shall be in accordance with the project drawings.

Not less than 6 weeks before the start of any concrete work on the site, the Contractor shall submit to the Engineer, for his approval, a statement of mix proportions together with samples of all proposed materials. This statement shall provide details of mix proportions and types, slump, anticipated mean strength, and the method for adjusting the amount of water added to compensate for variation in moisture content of the aggregate. No concreting work shall commence on the site until the mix design has been approved.”

**PSGA 5.4.1.6 : Ready-Mixed concrete**

Replace the contents of this subclause with the following:

“Concrete may be delivered ready-mixed to the site. Test results obtained by the manufacturer as part of his quality control system will not be acceptable, and concrete cube crushing strengths are to be determined by an independent laboratory at the Contractor’s expense.”

Add the following:

**PSGA 5.4.1.7: Durability**

For each grade of concrete the Engineer will, notwithstanding strength considerations, specify the water / cement ratio appropriate to the exposure conditions indicated in Table 5 or as required in the project specification.

**TABLE 5 : MAXIMUM WATER / CEMENT RATIOS FOR DIFFERENT CONDITIONS OF EXPOSURE**

1	2	3	4	5
Type of structure	Exposure Conditions			
	Mild	Moderate	Severe	Very severe
Thin sections; reinforced piles; all sections with less than 25 mm cover to reinforcement	*	0,53	0,48	0,40
Moderate sections; retaining walls, piers, beams	*	*	0,53	0,43
Exterior portions of mass concrete	*	*	0,53	0,43
Concrete slabs laid on ground	*	0,53	0,48	*
Concrete protected from the weather, inside buildings, or in ground below frost level	*	*	*	*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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\* In these cases, the ratio will be based on strength for workability desired.

The condition of exposure prevailing on this site shall be defined as being "severe".

## **PSGA 8: MEASUREMENT AND PAYMENT**

### **PSGA 8.1: Measurement and Rates**

Add the following paragraphs before subclause 8.1.1:

"Measurement and payment for concrete work shall be in accordance with the relevant items scheduled in the schedule of quantities.

Where the work is sufficiently large, separate items will be scheduled for the various components which form the said work, and the provision of Clause 8 will apply.

In some instances, the works will be scheduled in their entirety, such as small structures. In these instances, the rates tendered shall allow for all the necessary provision of all materials, formwork, jointing, mixing, testing, placing, compacting, striking-off, finishing, repairing, labour and plant required to construct the work as scheduled and shown on the project drawings."

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

## CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND SKIERLIK, PHASE 1

### C4 SITE INFORMATION

Documents included in this section should describe the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Normally only actual information about physical conditions of the site and its surroundings is included in the site information and interpretation is a matter for the tenderer.

#### Location

The rural areas fall within the Thabazimbi Local Municipality. Rooiberg is situated 55km South of Thabazimbi CBD, GPS coordinates are 24°47'10"S, 27°44'16". Meriting is situated 5Km North of CBD at 24°35'02"S, 27°22'43"E GPS coordinates and Skierlik Phase 1 is estimated 40Km East of CBD, GPS coordinates are 24°15'40"S, 27°19'13"E.

#### Geology

A detailed geotechnical study was conducted by Messrs JB Consult for the landfill site in Rooiberg closer to the study area. The investigation was undertaken to assess the engineering geological character of the area, focusing on the geotechnical properties which will affect the overall development potential of the site (Jaco Bloem Consulting, 2012).

#### Topography and Drainage

The rural settlements' elevation approximately 1205m, 1020m and 1004m above Mean Sea Level (MSL) for Rooiberg, Meriting and Skierlik, respectively. In Rooiberg, the natural gradient of the site is to the east with a 2% gradient, and surface run-off will drain to the north, in Meriting the terrain slopes towards the north-east at an average overall gradient of about 5% and in Skierlik the terrain slopes towards the north with an average overall gradient of about 1%.

#### Benchmarks

Benchmarks are not applicable to this project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO: **TECH/09/2021-22**

CONSTRUCTION OF VIP TOILETS IN ROOIBERG, MERITING AND  
SKIERLIK, PHASE 1

## C5 RELEVANT INFORMATION

The following documents forms part of the contract:

- I. Preferential Procurement Regulations 2017.
- II. Thabazimbi Local Municipality Supply Chain Management Policy (Can be downloaded from the Municipality website).
- III. Thabazimbi Local Municipality Health and Safety Specification; and
- IV. EPWP Guideline
- V. General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition, 2015. (GCC 2015)

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*