

# MATATIELE LOCAL MUNICIPALITY PROVINCE OF THE EASTERN CAPE



**MATATIELE**  
LOCAL MUNICIPALITY

## INFRASTRUCTURE PLANNING AND DEVELOPMENT

### MATATIELE SPORTS CENTRE PHASE: 2

### CONTRACT No.: MATAT/2022/2023-18

#### Matatiele

#### Bidder

.....  
**Total of the prices inclusive of value added tax: R .....**

***BIDDER'S CLOSURE AT THE OFFICES OF: MATATIELE LOCAL MUNICIPALITY AT 10H00 AM ON  
TUESDAY THE 05<sup>TH</sup> JULY 2022***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable; the box is situated at 'Reception' of MATATIELE Municipality, New Budget and Treasury Offices, Mountain View, MATATIELE.

***NO LATE SUBMISSION WILL BE CONSIDERED***

Issued and by:  
MATATIELE LOCAL MUNICIPALITY  
102 MAIN STREET  
MATATIELE  
4730

Municipal Manager: Mr L. Matiwane  
Contact person : Ms N. Sogiba  
Telephone : 039 – 737 8100



## MATATIELE LOCAL MUNICIPALITY

CONTRACT NO. MATAT/2022/2023-18  
FOR  
MATATIELE SPORTS CENTRE PHASE: 2

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**DOCUMENT CHECKLIST**

This document checklist is provided to assist the tenderer.

	<b>ITEMS</b>	<b>CHECKED</b>
1	Returnable Schedules in Section T2.2	<input type="checkbox"/>
2	Correct Tender Offer carried forward to <b>Form of Offer and Acceptance</b> and the Form of Offer duly completed and signed.....	<input type="checkbox"/>
3	Schedule of Quantities:	
	i) Completed in <b>BLACK INK</b> only.....	<input type="checkbox"/>
	ii) Corrections crossed out and initialled .....	<input type="checkbox"/>
4	Contract specific data provided by the Contractor .....	<input type="checkbox"/>



# T1: TENDERING PROCEDURES

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER



## BID NOTICE

Bids are hereby invited from suitable qualified and experienced service providers for the following services:

BID NO	DESCRIPTION	CIDB REQUIRED	ADVERTISING DATE	COMPULSORY BRIEFING	CLOSING DATE
MATAT/2022/2023-18	MATATIELE SPORTS CENTRE PHASE: 2	5 CE OR HIGHER	10 JUNE 2022	22 JUNE 2022 @102 MAIN STREET@ 10H00	05 JULY 2022 @10H00

Evaluation criteria: PPPFA-80/20 Price=80 points B-BBEE=20 points Submit an original, certified copy or Sworn Affidavit of B-BBEE certificate to claim preferential points.

Functionality = **90**

Experience = **40**, Expertise = **30** & Plant/Equipment = **20** Total = **90**

Enquiries: For the Above Access Roads. Technical NSogiba@matatiele.gov.za and for all SCM enquiries [ZMatolo@matatiele.gov.za](mailto:ZMatolo@matatiele.gov.za)

Tender validity period: 90 (Ninety) days after tender closing date

**REQUIRED DOCUMENTS:**

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

- Updated Central Supplier Database Report
- Signed MBD 1, MBD 2, MBD 4, MBD 8, MBD 9, Ethics Commitment for Suppliers of Matatiele Local Municipality attached on the tender Document
- For SMME 30%, contribution the main contractor should attach the subcontractor from the same area of the project, if not, from Matatiele LM using the municipal database and failure to comply will lead to disqualification. (**Subcontracting Agreement must be attached**).

**OBTAINING OF TENDER DOCUMENTS:**

Bid Documents will be available at the **Municipal Website and BTO Offices for a non – refundable tender fee of R500** payables in the Municipal bank account (Ned Bank 1011292106 branch code 198765, name of company and bid no as reference) (**Failure to attached proof of purchase will lead disqualification**) are also available from Municipal website as from **20 June 2022**.

**TENDER SUBMISSION AND OPENING**

Tenders/Proposals must be submitted by hand at New Budget and Treasury Offices, Mountain View, Matatiele, 4730. **Each Bid must be submitted separately**

Tenders should be sealed, endorsed on the envelope with:

**MATATIELE SPORTS CENTRE PHASE: 2-MATAT/2022/2023-18**

**Service providers are encouraged to Joint-Venture with Matatiele Local Contractors**

**CONDITIONS OF ACCEPTANCE:**

The Matatiele Local Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state, the bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the bidder has not: abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. Bidders must note that upon award, bidders will be required to submit rates clearance and SARS Confirmation with a Pin. The Matatiele Local Municipality's supply chain policy will apply in all bid stages. Bidders are warned any person who solicit bribes in connection with these bids. The municipality and its employees will never solicit bribes for the exchange of a tender.

**NB.** No faxed and emailed tenders will be accepted.

The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website [www.matatiele.gov.za](http://www.matatiele.gov.za)

**Mr. L. Matiwane**  
Municipal Manager



**EXPANDED PUBLIC WORKS PROGRAMME**  
CONTRIBUTING TO A NATION AT WORK

## T1.2 TENDER DATA



## T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies 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. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

### Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	<p>The <b>Tender Documents</b> consist of the following:</p> <p>(a) This <b>Project Document</b>, which contains the following:</p> <p><b>PART T1: TENDERING PROCEDURES</b></p> <p>T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b></p> <p>T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b></p> <p>C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Transfer of rights</p> <p><b>PART C2: PRICING DATA</b></p> <p>C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b></p> <p>C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p><b>PART C4: SITE INFORMATION</b></p> <p>C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Drawings</p>





Clause Number	Data / Wording
	<p>(b) <b>Drawings</b> (Attached under Page C 4.132)</p> <p>(c) <b>General Conditions of Contract for Construction Works – New Edition 2015'</b> issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015'- GCC 2015). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) <b>'All specifications are as per SANS and Particular Specifications as per approved design criteria..</b> This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(e) <b>'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003' (Government Gazette No 25207 of 18 July 2003, Notice No R1010).</b> This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour:</p> <p>(i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004.</p>
F.1.4	<p>The Accounting Officer is:</p> <p>Name: Mr L Matiwane  Tel: (039) 737 8100  Fax : (039) 737 3611  E-mail: <a href="mailto:lmatiwane@matatiele.gov.za">lmatiwane@matatiele.gov.za</a></p>
F.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <p>(a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;</p> <p>(b) the Tenderer does not have the legal capacity to enter into the contract;</p> <p>(c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</p> <p>(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;</p> <p>e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</p> <p>(f) The Tenderer cannot provide proof that he is in good standing with respect to</p>



Clause Number	Data / Wording
	<p>duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.</p> <p>(g) The Tenderer cannot demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.</p> <p>Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of <b>5 CE</b>, as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:</p> <p>In terms of the MATATIELE Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to the MATATIELE Municipality are required to register on the Database.</p> <p>(1) Application forms may be obtained by phoning <b>039 737 8100</b></p>
F.2.7	<p>The arrangements and venue for the compulsory Clarification Meeting are:</p> <p>Venue: <b>Matatiele Local Municipality, 102 Main Street, Matatiele</b></p> <p>Date: <b>Wednesday, 22 June 2022 at 10h00</b></p> <p>Contact person: Ms N.Sogiba</p> <p>Tel: (039) 737 8100</p> <p>Fax : (039) 737 3611</p> <p>Email : <a href="mailto:nsogiba@matatiele.gov.za">nsogiba@matatiele.gov.za</a></p>
F.2.8	<p>Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.2.10	<p>All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>
F.2.13	<p><b>F.2.13.3</b> Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p><b>F.2.13.5</b> The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of Tender Box:</b> In the Foyer, Matatiele Local Municipality</p> <p><b>Physical Address:</b> Mountain View Offices, (BTO), Matatiele</p> <p><b>Identification Details:</b> MATATIELE SPORTS CENTRE PHASE 2 Contract No. MATAT/2022/2023-18</p> <p><b>F.2.13.6</b> A two-envelope system will <u>not be followed</u>.</p>



Clause Number	Data / Wording
	<p><b>Experience in company (Sports Centre Construction) 40</b>  <b>Completion Certificates must be attached</b>            4 and above completed Projects 40            3 Completed Projects 30            2 Completed Projects 20            1 Completed project 10</p>
	<p><b>Expertise Proposed Project Team 30</b>  <b>Contracts Manager or Project Manager with National Diploma or Higher in Construction management/Quantity survey (Attach CV and Certified Certificates) 20</b>  <ul style="list-style-type: none"> <li>• 5 years' and above experience = 20 Points</li> <li>• 3-4 years' and above experience = 15 Points</li> <li>• 2-years' experience = 10 Points</li> <li>• 1-year experience = 5 Points</li> <li>• No experience = 0 Points</li> </ul> <b>Health and Safety Officer (Attach CV and Certified Certificates) 5</b>  <ul style="list-style-type: none"> <li>• 2 years' and above experience= 5 Points</li> <li>• 1 year experience = 2 Point</li> </ul> <b>Site Foreman/Site Agent (Attach CV and Certified Certificates) 5</b>  <ul style="list-style-type: none"> <li>• 2 years' and above experience = 5 Points</li> <li>• 1 year experience = 2 Points</li> </ul> </p>
	<p><b>Availability of key Plant and Equipment 20</b>            Contractor owns 7 (seven) of the required machinery or has a written agreement with the Plant Hire to supply all the machinery required for the execution of the contract (Excavator fitted with bucket ,TLB, 5x10 cube Tipper-Trucks, 8 ton truck, excavator, 2 x roller, excavator,grader) and the machinery/equipment is available for the project: <b>Attached certificate of Ownership</b> 20            Contractor owns 5 (five) of the required machinery or has a written agreement with the Plant Hire to supply all the machinery required for the execution of the contract (Excavator fitted with bucket ,TLB, 5x10 cube Tipper-Trucks, 8 ton truck, excavator, 2 x roller, excavator, grader) and the machinery/equipment is available for the project: <b>Attached certificate of Ownership</b> 15            Contractor owns 3 (three) of the required machinery or has a written agreement with the Plant Hire to supply all the machinery required for the execution of the contract (Excavator fitted with bucket ,TLB, 5x10 cube Tipper-Trucks, 8 ton truck, excavator, 2 x roller, excavator,grader) and the machinery/equipment is available for the project: <b>Attached certificate of Ownership</b> 10            Contractor owns 2 (two) of the required machinery or has a written agreement with the Plant Hire to supply all the machinery required for the execution of the contract (Excavator fitted with bucket ,TLB, 5x10 cube Tipper-Trucks, 8 ton truck, excavator, 2 x roller, excavator,grader) and the machinery/equipment is available for the project: Attached certificate of Ownership 5            Contractor owns 1 (one) of the required machinery or has a written agreement with the Plant Hire to supply all the machinery required for the execution of the contract (Excavator fitted with bucket ,TLB, 5x10 cube Tipper-Trucks, 8 ton truck, excavator, 2 x roller, excavator,grader) and the machinery/equipment is available for the project: Attached certificate of Ownership 3</p>
	<p><b>TOTAL 90</b></p>



Clause Number	Data / Wording
	<p>The bid will be evaluated in two stages namely:</p> <p><b>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:-</b></p> <p><b>The bids will be evaluated in two stages, namely:</b></p> <ul style="list-style-type: none"> <li>• Stage 1 – Functionality</li> <li>• Stage 2 - Price and BBBEE Points</li> </ul> <p>Evaluation for Functionality</p> <p>A MINIMUM OF 70 POINTS OUT OF 100 MUST BE SCORED FOR FUNCTIONALITY IN ORDER TO QUALIFY FOR THE SECOND STAGE OF THE EVALUATION PROCESS. ANY BID THAT FAILS TO MEET THE MINIMUM THRESHOLD FOR FUNCTIONALITY WILL BE DISQUALIFIED.</p> <p>The functionality evaluation criterion is further explained below.</p> <p>For SMME 30%, contribution the main contractor should attach the subcontractor from the same area of the project, if not, from Matatiele LM using the municipal database and failure to comply will lead to disqualification. (<b><i>Subcontracting Agreement must be attached</i></b>).</p> <p>Bids that qualify will proceed to the next stage where they will be evaluated in terms of the 80/20 preference points system.</p> <p>The Points will be allocated as follows:</p> <p><b>80 points = for Price</b></p> <p><b>20 points = for B-BBEE</b></p>
F.2.15	<p>The closing time for submission of Tender Offers is: <b>10h00 AM on 05<sup>th</sup> July 2022</b></p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
F.2.16	<p>The tender offer validity period is <b>90 days</b> from the closing time for submission of tenders.</p>
F.2.18	<p>The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.</p>
F.2.19	<p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
F.2.22	<p>This is not applicable.</p>
F.2.23	<p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
F.3.1	



Clause Number	Data / Wording
	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.2	Change 'seven days' to 'five working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.4	The time and location for opening of the tender offers are: Time: <b>10H00 AM</b> Date: <b>05<sup>th</sup> July 2022.</b> Location / Venue: Matatiele Local Municipality, Mountain View Offices, (BTO) Reception.
F.3.5	A two-envelope system will <b><u>not be followed</u></b> .
F.3.8	<p><b>Test for responsiveness</b></p> <p><b>F.3.8.1</b> Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>(a) complies with the requirements of these Conditions of Tender,</li> <li>(b) has been properly and fully completed and signed, and</li> <li>(c) is responsive to the other requirements of the tender documents.</li> </ul> <p><b>F.3.8.2</b> A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>(d) a detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>(e) b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>(f) c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
F.3.13	<p><b>F.3.13.1</b> The legal requirements for acceptance of the tender offer are:</p> <ul style="list-style-type: none"> <li>(g) <b>Tender Defaulters Register</b> - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</li> <li>(h) <b>Abuse of the SCM System</b> - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract.</li> <li>(i) <b>Declaration</b> - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.</li> <li>(j) <b>Fraud and Corruption</b> - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:</li> </ul>



Clause Number	Data / Wording
	<p>(i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;</p> <p>(ii) having acted in a fraudulent or corrupt manner in obtaining this Contract;</p> <p>(iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour;</p> <p>(iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;</p> <p>(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.</p> <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is <b>one (1)</b> .



## T2. RETURNABLE DOCUMENTS



## T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:
  - a) Returnable Schedules in T2.2.
  - b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.
  - c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
  - d) Pricing Data in C2.2: Schedule of Quantities.





**T2.2 RETURNABLE SCHEDULES**

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B	RECORD OF ADDENDA TO TENDER DOCUMENTS .....	T27
C	COMPULSORY ENTERPRISE QUESTIONNAIRE .....	T28
D	CERTIFICATE OF AUTHORITY .....	T30
E	PLANT AND EQUIPMENT .....	T35
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	MBD.....	2
	MBD.....	4
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	MBD.....	7
	MBD.....	8
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L	TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR.....	T19
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NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.



**A.CERTIFICATE OF ATTENDANCE**

This is to certify that (*Tenderer*) .....

of (*address*) .....

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers **at the Construction of Mtataiele Sports Centre Phas:2, in Matatiele on the 22 June 2022 starting at 10h00.**

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

**Particulars of person attending the meeting:**

Name: .....

Signature: .....

Capacity: .....

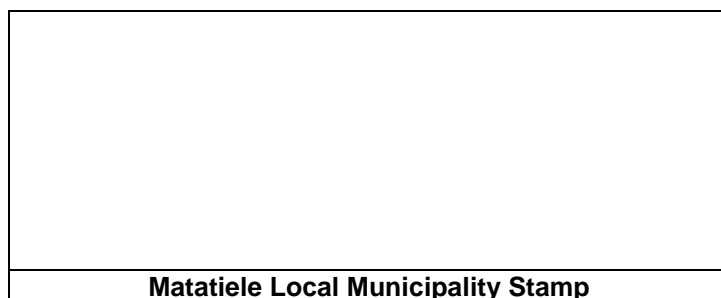
**Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:**

Name: .....

Signature: .....

Capacity: .....

Date and Time: .....



**B. RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

ADDENDUM No.	DATE

***Please attach all Addenda to this page***

SIGNATURE: .....

DATE: .....

*(Of person authorised to sign on behalf of the Tenderer)*



**C. COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

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

\*insert separate page if necessary



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

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

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

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

\*insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



**D. CERTIFICATE OF AUTHORITY**

**- SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2 COMPANIES AND CLOSE CORPORATIONS**

2.5 **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.6 In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4 CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms.

\_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

\_\_\_\_\_



The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	





**E. PLANT AND EQUIPMENT**

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

(a) **Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:**

DESCRIPTION ( <i>type, size, capacity, etc.</i> )	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

(b) **Details of major Plant and Equipment that will be hired or acquired for this contract if my/ our tender is accepted:**

DESCRIPTION ( <i>type, size, capacity, etc.</i> )	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*



**F. EXPERIENCE OF TENDERER**

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

*Attach additional pages if more space is required*

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

**G. PROPOSED SUBCONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

*Attach additional pages if more space is required*

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*



**H. KEY PERSONNEL**

**1. KEY PERSONNEL - MANAGEMENT**

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the next page.

*(The compiler to indicate the designations that will be required for the project)*

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED

*Attach additional pages if more space is required*

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*



**2. KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES**

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the “Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

Tenderers’ attention is drawn to the required minimum supervisor to worker ratio for this project stated in the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page.

DESIGNATION	NAME	NAME OF TRAINING INSTITUTION	QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS	YEAR QUALIFICATION OBTAINED

*Attach additional pages if more space is required*

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

**CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

*Curriculum Vitae of key management personnel to be attached to this page.*



**I. DEVIATIONS AND QUALIFICATIONS**

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

*Attach additional pages if more space is required*

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*



**J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

(a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**

(c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHS Act 1993 Construction Regulations 2003, as applicable to this contract)*

(a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS



(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*



**K. PREFERENCING SCHEDULE (DIRECT PREFERENCES)**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 & THE CONTRACT FORM – RENDERING OF SERVICES.

MBD 1

MBD 2

MBD 4

MBD 6

MBD 7

MBD 8

MBD 9



**MBD 1 – MATATIELE LOCAL MUNICIPALITY****PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	MATAT/2022/2023-18	CLOSING DATE:	05 JULY 2022	CLOSING TIME:	10H00
DESCRIPTION	<b>MATATIELE SPORTS CENTRE PHASE 2</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>MATATIELE LOCAL MUNICIPALITY</b>					
<b>MOUNTAIN VIEW OFFICES (BTO)</b>					
<b>MATATIELE</b>					
<b>4730</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					



1.1.1.1	<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	1.1.1.2	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
1.1.1.3	TOTAL NUMBER OF ITEMS OFFERED		1.1.1.4	TOTAL BID PRICE	R
1.1.1.5	SIGNATURE OF BIDDER	.....	1.1.1.6	DATE	
1.1.1.7	CAPACITY UNDER WHICH THIS BID IS SIGNED	.....			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM UNIT		DEPARTMENT	IPD	
CONTACT PERSON	MR. Z. Matolo		CONTACT PERSON	Ms. N. Sogiba	
TELEPHONE NUMBER	039 737 8100		TELEPHONE NUMBER	039 737 8168	
FACSIMILE NUMBER	039 737 3611		FACSIMILE NUMBER	039 737 3611	
E-MAIL ADDRESS	<a href="mailto:zmatolo@matatiele.gov.za">zmatolo@matatiele.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:nsogiba@matatiele.gov.za">nsogiba@matatiele.gov.za</a>	



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

## 2 MBD 2 TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

### APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[MBD 2



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

# MBD 4 – MATATIELE LOCAL MUNICIPALITY

## MBD 4

### DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>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.





<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....



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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

# MBD 6.1 – MATATIELE LOCAL MUNICIPALITY

## MBD 6.1

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

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

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

- **BID DECLARATION**
- **SUB-CONTRACTING**

4.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the subcontractor..... iii) The B-BBEE status level of the subcontractor.....

iv) Whether the sub-contractor is an EME or QSE *(Tick applicable box)*

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

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



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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]



6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number: .....

Stand Number:.....

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

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



# MBD 7.1 – MATATIELE LOCAL MUNICIPALITY

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution).....in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....



## ***MBD 8 – MATATIELE LOCAL MUNICIPALITY***

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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities 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 supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		



**MATATIELE SPORTS CENTRE PHASE 2**

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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





# ***MBD 9 – MATATIELE LOCAL MUNICIPALITY***

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



**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;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.



- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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



## M. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 55% Women;
- 55% Youth; and
- 2% Persons with disabilities.

The minimum required content of such local labour for this project shall be calculated as follows:

Minimum required content of such local labour (%)

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})}$$

The minimum required content of such local labour for this project shall be 7,5 %.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.



**TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:**

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 55% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Tender Offer (excluding VAT)				R
Hence anticipated local labour content expressed as a percentage of the Tender Offer (excluding VAT)				%
<b>Note:</b> <i>Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.</i>				
Specified minimum local labour content				7,5 %

***A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.***

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name: .....

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

SIGNATURE: .....

DATE: .....

(Of person authorised to sign on behalf of the Tenderer)

**Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.**



**11. SCHEDULE A –  
CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE**

TENDERER NAME	NATIONAL TREASURY DATABASE REGISTRATION NUMBER

A tenderer who is not registered on the MATATIELE Supplier Database and National Treasury Database ( CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

**TENDERER’S SIGNATURE:** .....



**12. SCHEDULE B –  
 TENDERER’S PAST EXPERIENCE**

Tenderers must furnish hereunder, details of similar works/service which they have satisfactorily completed in the past. The information shall include a description of the works/service, the contract value and the name of the employer. All the consultants/experts involved, must have at least performed three different projects in municipal Supply Chain Management environment; (Attach CV’s of consultants as evidence of personnel to be involved in the project) Attach the Company profile / projects where team members were involved in and contactable references must clearly be reflected on the proposal.

SIMILAR COMPLETED / CURRENT PROJECTS					
PROJECT NAME	EMPLOYER	EMPLOYER TEL. NUMBER	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED/ ACTUAL COMPLETION DATE




.....  
**DATE**

.....  
**SIGNATURE OF BIDDER**





**13. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT  
(NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Matatiele Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB: Please attach certified copy(ies) of ID document(s)  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

<b>Signature</b>	<b>Position</b>	<b>Date</b>

**COMMISSIONER OF OATHS**

Signed and sworn to before me at \_\_\_\_\_, on \_\_\_\_\_ day of \_\_\_\_\_ 22

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

**COMMISSIONER OF OATHS:-**

Position: \_\_\_\_\_  
Address: \_\_\_\_\_

**Apply official stamp of authority on this page:**

MATATIELE SPORTS CENTRE PHASE 2



**O. Ethics Commitment for Suppliers of the Matatiele Local Municipality**

**In our dealings with the Matatiele Local Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials.\*
- We will, through all our dealings, contribute to building a positive ethical culture in the Matatiele Local Municipality.

This is our commitment to help build an ethical community.

Name of Company: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* If you wish to report unethical conduct you can contact or \*If you are aware of any fraud/ corruption within the municipality. These may be reported anonymously, to The Municipal manager: [IMatiwane@matatiele.gov.za](mailto:IMatiwane@matatiele.gov.za)

## **CONTRACT**

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

## CONTRACT

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<b>C1: AGREEMENTS AND CONTRACT DATA</b>		
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C1.2: CONTRACT DATA .....	C7	Green
C1.2.1: CONDITIONS OF CONTRACT .....	C8	Green
C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER.....	C9	Green
PART B: DATA PROVIDED BY THE CONTRACTOR .....	C11	Green
C1.3: FORM OF GUARANTEE .....	C12	Green
C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993.....	C14	White
<b>C2: PRICING DATA</b>		
C2.1: PRICING INSTRUCTIONS.....	C16	Yellow
C2.2: SCHEDULE OF QUANTITIES .....	C20	Yellow
<b>C3: SCOPE OF WORK</b>		
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C3.1: STANDARD SPECIFICATIONS .....	C42	Pink
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<b>C 4: SITE INFORMATION</b>		
C4.1: LOCALITY PLANS .....	C91	White
C4.2: EXAMPLE OF CONTRACT SIGNBOARD DETAILS .....	C94-96	White
C4.3: DRAWINGS .....	C97	White

**C1: AGREEMENTS AND CONTRACT DATA**

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

**A. OFFER**

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

**CONTRACT No. MATAT/2022/2023-18  
MATATIELE SPORTS CENTRE PHASE: 2**

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

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

**The offered total of the prices inclusive of Value Added Tax is:**

Amount in Words.....  
.....  
.....

**R**..... (in figures)

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

**Signature:** (of person authorised to sign the tender): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Tenderer:** (organisation): .....

Address: .....

.....

Telephone number: ..... Fax number: .....

**Witness:**

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

**B. ACCEPTANCE**

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

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

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

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

The Tenderer shall deliver the Guarantee in terms of Clause 8.6 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organisation)* .....

Address: .....

.....

**Witness: Signature:** ..... **Name:** .....

**Date:** .....

**C. SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

- 1. **Subject:** .....  
**Details:** .....  
.....
- 2. **Subject:** .....  
**Details:** .....  
.....
- 3. **Subject:** .....  
**Details:** .....  
.....
- 4. **Subject:** .....  
**Details:** .....  
.....
- 5. **Subject:** .....  
**Details:** .....  
.....
- 6. **Subject:** .....  
**Details:** .....  
.....

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

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)*.....  
.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)*.....  
.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date: ..** .....



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## **C1.2: CONTRACT DATA**

### **C1.2.1: CONDITIONS OF CONTRACT**

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<b>C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS             OF CONTRACT 2004 .....</b>	

**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works - New Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

**C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT****C1.2.1.2.1 GENERAL**

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

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

**C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015**

SCC 1.1.4. reads "The Commencement date shall be the date of the Site Handover Meeting".

**SCC 4.1.1 Extent of Contractor's obligations**

*Add the following new paragraphs to the end of Clause 4.1.1:*

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

**Please note that it is the responsibility of the bidder to go on site and determine the site conditions**

**Site Co-ordinates: 30°18'54.86"S, 28°47'37.91"E**

**C1.2.2: CONTRACT DATA (Applicable to this contract)**

**PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

No.	Clause	Description
1	1.1.1.15	The Employer is Matatiele Local Municipality
2	1.2.1.2	<p><b>Address of the Employer:</b></p> <p><u>Physical:</u> 102 Main Street Matatiele 4730</p> <p><u>Postal:</u> P. O. Box 35 Matatiele 4730</p> <p>E-Mail: <a href="mailto:nsogiba@matatiele.gov.za">nsogiba@matatiele.gov.za</a></p> <p>Telephone No: (039) 737 8100 Fax No: (039) 737 3611</p>
3	1.1.1.16	The Engineer is <b>Umpisi Engineers</b>
4	1.2.1.2	<p>The Engineer's address for receipt of communications and notices is :</p> <p>Telephone: 031 566 4209 Facsimile: 086 615 1555</p> <p>E-mail: <a href="mailto:info@umpisi.com">info@umpisi.com</a></p> <p>Address (Postal) Umpisi Engineers Private Bag X14 Gateway 4321</p> <p>Address (Physical) Umpisi Engineers Suite 108 IL Palazzo Building Cnr. Solstice Rd &amp; Zenith Drive Umhlanga Ridge 4319</p>
5	1.1.1.5	<b>"Commencement Date"</b> means the date that the Site was handed over to the contractor
6	1.1.1.14	The time for completing the works is <b>08 Months</b> including all relevant special non-working days.
7	1.1.1.34	Omit reference to "facsimile, electronic communication or any similar communication."
8	1.1.1.35	<p>Add the following Clause 1.1.1.35</p> <p><b>"Value of Works"</b> means the value of Works certified by the Engineer as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.</p>
9	1.3.2	The governing law is the law of South Africa
10	1.3.2.1	<p>Add the following new sub-clause: 1.3.2.1</p> <p>" The Contractor shall assume responsibility for compliance with the Environmental Management Programmes (EMP) in respect of the sites and</p>

No.	Clause	Description
		shall ensure that the sites are rehabilitated before the conclusion of the Contract.”
11	1.3.2.2	<p>Add the following new sub-clause: 1.3.2.2</p> <p>The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> <li>(a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</li> <li>(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</li> <li>(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</li> <li>(e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.</li> <li>(f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2014 (Notice No. R1010, dated June 2014) to the Act : <ul style="list-style-type: none"> <li>(i) Acquaint himself with the requirements of the Employer’s health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2014 for approval by the Employer or his assigned agent. The Contractor’s health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works.</li> <li>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to</li> </ul> </li> </ul>

No.	Clause	Description
		monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”
12	1.1.1.12	The special non-working days are statutory public holidays, Saturdays, Sundays and the yearend break. These days will be included for time calculations.
13	3.1.2	<p>The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <p>Variations, in terms of, Clause 6.3.</p> <ol style="list-style-type: none"> <li>1. Rulings, in terms of Clause 10.1.5, on claims submitted by the Contractor, with the exception of claims relating to Clause 5.12.2.2 (Abnormal climatic conditions)</li> <li>2. Rulings, in terms of Clause 10.2 (Dissatisfaction) and Clause 10.3 (Disputes).</li> </ol>
14	3.2.6	<p>Add the following:</p> <p>“The time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the Engineer’s Representative”.</p>
15	2.4	<p>Add the following:</p> <p>“In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Form of Offer and Acceptance</li> <li>2. Contract Data</li> <li>3. General Conditions of Contract</li> <li>4. Project Specifications</li> <li>5. Working Drawings</li> <li>6. Standard Specifications of Roads and Bridgeworks (1998)</li> <li>7. Departmental guidelines and manuals/prescripts</li> <li>8. Schedule of Quantities</li> </ol>
16	4.4.3	<p>Add the following sub-clauses:</p> <p>“4.4.3.1 In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the Works or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit</p>

No.	Clause	Description
		<p>of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.</p> <p>4.4.3.2 If the Contract shall have been terminated in terms of Clause 9, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said termination, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor provided that :</p> <p>(a) the terms of the said direct contract shall <i>mutatis mutandis</i> be those of the subcontract concerned, and</p> <p>(b) the Employer shall have the right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform."</p>
17	6.2.1	<p>Replace in its entirety with the following:</p> <p>"The Contractor shall deliver the Form of Guarantee selected in the Contract Data to the Employer within 14 days after receipt of the signed Form of Offer and Acceptance. Any expenditure incurred in doing so shall be borne by the Contractor." The Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or recognized Government sponsored provincial or national development agency. No other guarantee would be considered.</p>
18	6.2.4	<p>Add the following as Clause 6.2.4:</p> <p>"The Contractor is to provide a guarantee of 10% of the Accepted Tender Sum to the Employer within 14 days from the date of the signed Form of Offer and Acceptance."</p>
19	1.3.5	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
20	1.3.6	<p>Add the following as Clause 1.3.6:</p> <p>The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
21	1.3.7	<p>Add the following as Clause 1.3.7</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
22	1.3.8	<p>Add the following as Clause 1.3.8</p>

No.	Clause	Description
		In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.
23	1.3.9	Add the following as Clause 1.3.9  The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.
24	1.3.10	Add the following as Clause 1.3.10  All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
25	5.3.1	Replace with the following:  The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works within 14 days calculated from the date the Contractor is given access to and possession of the Site in terms of Clause 5.4.
26	5.6.1	The Contractor shall deliver his programme of work within fourteen (14) days of the Commencement Date.
27	5.9.1	Amend as follows:  "On the date possession is given to the Contractor, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
28	7.2.1	Amend as follows:  Replace "failing requirements or instructions, of the respective kinds suitable for the purpose intended" with "in the absence of such specifications, requirements or instructions, they shall be approved by the Engineer for the purpose intended".
29	6.9.2	In the last line, amend "Works" to read "Permanent Works".
30	6.9.6	Add the following as Clause 6.9.6  In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer."
31	6.9.7	Add the following as Clause 6.9.7  When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the

No.	Clause	Description
		provisions of this clause in respect of constructional plant brought to the site by the subcontract.”
32	8.3.1	Delete and replace with the following: “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks”.
33	8.4.1.1	<i>After “person” in the second and third lines, add, “including an employee of the Contractor”.</i>
34	8.6	Delete Clause 8.6 and replace it with:  (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works effect and maintain the following insurances covering the respective interests of the Contractor and the Employer:  (a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.3.1  (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and  (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of  (aa) the Contract Price, (bb) a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and  (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables.  (b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required.  (c) Public Liability insurance from the Commencement Date to the date of the Certificate of Completion or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 2 000 000, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract:  Provided that  (i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1, and  (ii) The insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties.



No.	Clause	Description
		<p>(2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to affect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa.</p> <p>(3) The insurances referred to in Sub-Clause (1) shall be affected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.</p> <p>(4) The Contractor shall produce to the Employer the policies by which the insurances are affected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance.</p> <p>(5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies.</p> <p>(6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer.</p> <p>(7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.</p>
35	6.3.1	<i>In the fourth line, after the word "shall", insert "with the approval of the Employer".</i>
36	6.3.4	<p>Add the following new sub-clause 6.3.4:</p> <p>"Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of Clause 6.3, but from the fact that the quantities are less or more than those given in the Bill of Quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or item not subdivided into sub-items) in the Bill of Quantities, which covers work the value of which during the tender stage exceeds 15% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the Contract, deviates by more than 20% from the quantity given in the Bill of Quantities, so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."</p>
37	5.8.1	<p>Delete the words "between sunrise and sunset" in the first line and replace with "within normal working hours. Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Road making Industries as applicable to a five (5) day week.</p> <p>Add the following to Clause 5.8.3:</p> <p>"5.8.3 The cost of supervision by the Engineer or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor's account."</p>
38	5.11.1	<i>In the second line, after the word "progress", insert "or alter the order".</i>

No.	Clause	Description
39	5.12.1	Delete the contents of the Clause and replace with the following:  "There will be no extension of time unless agreed to by all parties in writing."
40	58.3	The Tenderer's attention is drawn to the Returnable Forms which contain a declaration statement in which the equity owned by historically disadvantaged individuals and women are to be clearly spelt out if the Tenderer wishes to be considered for these points. Forms are also included for the Contractor to indicate the location of his head-office as well as the tender goals for the promotion of local enterprises.
41	43.1	In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of the granting of a preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty of <b>R10 000.00/day</b> but will be limited to 10% of the Final Contract Price. Penalties for failing to comply with Health and Safety and accommodation of traffic are <b>R5000 and R3000</b> per occurrence respectively, plus <b>R2000</b> per day until compliance. And a penalty for removing plant from site without the consent of the Engineer is <b>R2000/day</b> until plant is back on to site.
42	43.3	Add the following new sub-clauses:  "43.3 The provisions of sub-clause 43(1) shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule.  If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works.  43.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 43.1 to 43.4 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any moneys in his possession that are or may become due to the Contractor.  43.5 The imposition of any penalties in terms of Sub-clauses 43.(1) to 43.(4) shall not limit the Engineer's nor Employer's right to act in terms of Sub-clause 55.1."
43	6.6.1.2	After all references to the word "sums", insert "excluding VAT"
44	6.8.1	Add the following:  "The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is made for the addition of VAT in the summary of the Bill of Quantities."
45	6.8.2	No contract price adjustment is applicable on this contract.
46	6.10.2	Add the following:  "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of

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No.	Clause	Description
		materials shall be transferred to the Employer in accordance with the relevant proforma”
47	6.10.3	The percentage retention on the amounts due to the Contractor is 10% of the Contract Price to a maximum of 10% of the contract Sum (excluding VAT).
48	6.11.1.3	<i>Delete the words “15 percent and replace with “20 percent”.</i>
49	5.14.5.5	Delete Clause 5.14.5.5 and replace with: Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of Clause 8.6.1.
50	7.8.1	The Defects Liability Period is <b>06 months</b> measured from the date of the Certificate of Completion.

**C1.2.2: CONTRACT DATA (Applicable to this contract)**

**PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR										
Clause 1.1.8:	<p><b>Name of the Contractor:</b> .....</p> <p>.....</p>										
Clause 1.2.2:	<p><b>Address of the Contractor:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%; border: none;"><u>Physical:</u></td> <td style="text-align: center; width: 50%; border: none;"><u>Postal:</u></td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table>	<u>Physical:</u>	<u>Postal:</u>	.....	.....	.....	.....	.....	.....	.....	.....
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**EXTENSION OF TIME DUE TO INCLEMENT WEATHER**

**Add the following to sub-Clause 5.12.2.2**

(b) Abnormal climatic conditions.

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of **Clause 5.12** of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

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

V = Extension of time for calendar days of the calendar month concerned.  
 If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which rainfall of Y mm or more is recorded in terms of existing rainfall data

Rw = Actual rainfall for the calendar month concerned in mm

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw – Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw – Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Employer's Representative at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items:

- Rainfall station : Matatiele
- Average annual rainfall : 1 324 mm
- Period : 1959 - 1986 and 1997 - 2000

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 20mm

MONTH	Average monthly (mm) Rn	Average number of days with >= 10 mm Nn	MONTH	Average monthly (mm) Rn	Average number of days with >= 10 mm Nn
January	74.1	8.6	July	16.8	1.8
February	70.5	8.1	August	21.2	3.0
March	78.8	8.4	September	40.1	5.1
April	46,8	5.4	October	59.6	7.6
May	25.4	3.5	November	68.9	7.5
June	14.8	2.0	December	63.9	7.6
			<b>Year</b>	581.1	68.6

**EXTENSION OF TIME DUE TO DISRUPTION OF LABOUR**

**Add the following to Sub Clause 5.12.2.4**

“Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents will be considered to be beyond the Contractor’s control.

Any strike within the confines of the Contractor’s company and/or this project only, will be deemed to be within the Contractor’s control”.

**DEFECTS LIABILITY PERIOD**

**Add the following to Sub Clause 7.9**

7.9.1 Emergency repairs during defects liability period

7.9.1.1 Classification

Any defect resulting in an interruption in the supply of services will be deemed an emergency repair, and the timing of the works is then of an urgent nature. Such classification will be at the discretion of the Engineer and communicated as such to the Contractor.

7.9.1.2 Availability of Contractor for emergency repairs

During the defects liability, the Contractor will ensure that a member of his staff will at all times of day or night be contactable through a cell phone in the event of having to effect an emergency repair.

The Contractor shall as a minimum comply with the following requirements:

- i) A minimum of 1 artisans and 1 skilled labourer shall be available to attend to an emergency repair at all times during normal hours and after hours.
- ii) Suitable tools, plant, transport, test equipment, spares and repair kits shall be available at all times to do the necessary emergency repairs.
- iii) Above labour and resources shall be available on all weekdays including Saturdays, Sundays and public holidays and the names, addresses and contact information shall be made available to the Employer and Engineer for this purpose.

**7.9.1.3 Procedure for commencement and execution of works**

Upon notification of a defect by the Employer, the Engineer or his representative will instruct the Contractor to attend to the said emergency repair, which instruction will be verbal, and thereafter confirmed in writing.

The Contractor must within 6 hours from such notification arrive on site so as to define the extent of the repair required and must immediately make arrangements to have such a repair rectified, which repair must be affected within 12 hours thereafter.

**7.9.1.4 Communication in the event of emergency repairs**

The Contractor will immediately upon arrival inform the Engineer of the extent of the problem and also of the anticipated timeframe required to affect the repairs thereto.

Immediately upon completion of the repairs, the Contractor has to provide a verbal notification to the Engineer to the fact that the works have been completed and confirm same within 12 hours in writing.

**7.9.1.5 Failure to effect emergency repairs**

In the event that the Contractor should fail to attend to the emergency repairs as described above and within the response times noted, the Employer shall be entitled to carry out such work by his own workman or by other persons without further notification to the Contractor and to recover the cost thereof from the Contractor.

**CESSION FOR CASH ADVANCEMENTS**

No cessions for cash advancements will be entertained by the employer for whatever reason. Cessions will only be accepted for payment of material and nominated sub-contractors, and payment will only be effected on delivery and fixing of material in the required position.

**OCCUPATIONAL HEALTH AND SAFETY ACT**

The Contractor shall comply with all the requirements of the Occupational Health and Safety Act (Act No. 85 of 2014) and the Regulations framed there under.

The Contractor shall also ensure that any Sub Contractor employed by him shall also comply with the Act and the Regulations.

The contractor shall submit an approved Health and Safety plan prior to commencement with this contract.

**TENDER ACCEPTANCE**

The Employer does not bind itself to accept the lowest tender or any tender or furnish any reasons for the acceptance or rejection of any tender.

## C1.3: FORM OF GUARANTEE

### PRO FORMA

#### FORM OF GUARANTEE

Employer: (name and address) \_\_\_\_\_

\_\_\_\_\_

Contract No: \_\_\_\_\_

(Contract title) \_\_\_\_\_

WHEREAS \_\_\_\_\_

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

\_\_\_\_\_

(hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
for the construction of (*Contract Title*)

\_\_\_\_\_

at \_\_\_\_\_

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

AND WHEREAS \_\_\_\_\_ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, \_\_\_\_\_

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the 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. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.



5. Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (in words)

R\_\_\_\_\_ (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

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

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters

2. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between The Matatiele Local Municipality.  
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
in his capacity as: .....

AND: .....  
(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....  
in his capacity as: .....  
duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**CONTRACT No.: MATAT/2022/2023-18  
MATATIELE SPORTS CENTRE PHASE: 2**

for the construction, completion and maintenance of the works;

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## LABOUR INTENSIVE CONSTRUCTION REQUIREMENTS

### PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

### APPLICABLE LABOUR LAWS

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

#### 1 Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.
- 1.2 In this document –
- (a) “department” means any department of the State, implementing agent or contractor;
  - (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
  - (c) “worker” means any person working in an elementary occupation on a EPWP;
  - (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
  - (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
  - (f) “task” means a fixed quantity of work;
  - (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
  - (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
  - (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

#### 2 Terms of Work

- 2.1 Workers on a EPWP are employed on a temporary basis.

#### 3 Normal Hours of Work

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

#### 4 Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be

performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **5 Special Conditions for Security Guards**

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

## **6 Daily Rest Period**

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

## **7 Weekly Rest Period**

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

## **8 Work on Sundays and Public Holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.  
8.2 Work on Sundays is paid at the ordinary rate of pay.  
8.3 A task-rated worker who works on a public holiday must be paid –  
(a) the worker's daily task rate, if the worker works for less than four hours;  
(b) double the worker's daily task rate, if the worker works for more than four hours.  
8.4 A time-rated worker who works on a public holiday must be paid –  
(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;  
(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9 Sick Leave**

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

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.

- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

## **11 Family responsibility leave**

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12 Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

## **13 Keeping Records**

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

## **14 Payment**

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
  - (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
  - (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**15 Deductions**

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

**16 Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**17 Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 2014.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.



18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## 19 Certificate of Service

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

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

## 20 Contractor's default in payment to Labourers and Employees

(a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

(b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

## 21 Provision of Hand tools, PPE and EPWP overalls

(a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions. All workers shall be provided with the necessary PPE and the standard EPWP two piece orange overall set. The overalls should have the DPW logo on the left hand side, the EPWP logo on the right hand side (chest). "EPWP" should also be printed in Arial, Bold, Black on the back of the overall.

## 22 MINIMUM LABOUR BASED TARGETS

The following minimum labour based targets are required to be met:

### 22.1 LABOUR BUDGET AS PERCENTAGE OF PROJECT BUDGET

A minimum of 15% of the Project Budget is required to be spent on local community labour.

### 22.2 EMPLOYMENT OF LOCAL LABOUR

- (i) The Contractor is required to make maximum possible use of the local labour force from the community, which is at present underemployed or unemployed.
- (ii) To this end the Contractor is required to give preference to the use of local labour and limit the use of non-local labour to key personnel only.
- (iii) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
- (iv) Local labour is defined as “people who reside in the community who have preferably been identified by the Project Steering Committee to be employed”
- (v) Key Personnel – are defined as foremen and skilled labourers without whom the particular job could not be accomplished. As far as possible these people should impart their management and building skills to individuals within the community workforce who show a keen interest and display a willingness to learn.

### 22.3 EMPLOYMENT OF WOMEN, YOUTH AND DISABLED PERSONS

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55 % women;
- b) 40% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

## 23 MINIMUM REPORTING

### 23.1 CONTRACTORS REPORT

The Contractor is required to complete a Contractors Report, which is to be submitted together with the Contractors Payment Claims all as per the “Reporting Schedule 1 - 5 (overall)” attached hereto. Payment of the contractor is conditional on the information being accurately and timeously provided.

### 23.2 PROGRESS REPORTS

Progress report detailing production output compared to the programme of works shall be submitted monthly.

### 23.3 WORKER CONTRACTS

All worker contracts for workers employed during the month must accompany the Reporting Schedule 1 - 5 attached hereto.

## 24 ATTACHMENTS

- Reporting Schedule 1 (Daily Site Attendance Register)
- Reporting Schedule 2 (Payment Register)
- Reporting Schedule 3 (Beneficiary List)
- Reporting Schedule 4 (Monthly progress report)
- Reporting Schedule 5 (Contractors Monthly Report on Sub-contractors)

## CONTRACT PARTICIPATION GOALS FOR CONTRACTORS

### 1. Objective

The objective of Matatiele Local Municipality Targeted Procurement Policy is to bring about meaningful transformation in the built environment construction industry through the following:

- Meaningful Economic Participation;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Large Black Enterprises

### 2. Contract Participation Goals

2.1. Contract Participation Goal (CPG) – the value of goods, services and works paid to one or more targeted enterprise(s) exclusive of the following:

- Cost of major strategic materials such as pipes, valves, pump sets and electrical switch gear; as specifically listed in the tender document.
- Value added Tax
- Preliminary and General section
- Contract Price Adjustment

2.2. The CPG is expressed as a percentage of the contract amount.

- **Matatiele Municipality requires a CPG target of 30% of work to be reserved for targeted enterprises who are at least 100% owned by black people living in rural or underdeveloped areas or townships within Matatiele LM**

### 4. Application

4.1. The CPG ratio calculation is to be based on the Tender Value (excluding VAT, contingencies and CPA) less the cost of special materials [*indicated as such in the tender document - Table RS020.7.1*] to be procured by the Contractor, but including the Contractor's mark-up value of these materials.

4.2. The distribution of the work according to the CPG ratio must be across the various levels of management, supervision, artisans and labour within the contract to ensure that a transfer of skills occurs at all these levels.

4.3. targeted enterprises where this will enable these enterprises to become better established in these specialized activities.

4.4. Rates paid to targeted enterprises must be no less than those paid to a developed enterprise to undertake the same task or function.

### 6. Eligibility Criteria

#### 6.1. Eligibility criteria for Targeted Enterprise

1. Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow-through principle.
2. CIDB registration <4 (GB, CE, ME and EB)
3. SARS registration and tax clearance
4. Minimum 3 permanent employees
5. Must be 100% owned by black people residing within Matatiele Municipality

#### 6.2. Penalties for not achieving the minimum CPG

1. **Penalties will be applied at a rate of Three Thousand Rand (R 3 000) for every percentage not achieved.**

2. The final applicable penalty will be determined following reconciliation at the end of the contract after calculating the CPG achieved by the Service Provider and any penalty due to the Employer will be recovered either from the last payment or retention. In the event the penalty is overcharged, it will be refunded.

**C2: PRICING DATA**

C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.

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

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

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

Lump Sum: An amount tender 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.

C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

C2.1.3 The quantities set out in the Bill of Quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209 (a) of the Standard Specifications.

C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with subclause 1209 (b) of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.

C2.1.5 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.

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

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

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

C2.1.6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications

regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

- C2.1.7 The amount of work or the quantities of material stated in the Bill of Quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
- C2.1.8 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.9 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, Standard Specifications, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.
- C2.1.10 The provisions of Clause 6.6 of the General Conditions of Contract shall apply to provisional sums and prime cost sums.
- C2.1.11 Subject to the conditions stated in paragraph C2.1.12 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.

Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tender total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

- C2.1.12 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.13 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

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

C2.1.14 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded

C2.1.15 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letter B refer to payment items described under Part B of the Project Specifications, those with C to payment items described under Part C, and so on for further parts of the project specifications.

## C2.2. SCHEDULE OF QUANTITIES



MATATIELE LOCAL MUNICIPALITY

CONTRACT No. MATAT/2022/2023-18  
FOR  
MATATIELE SPORTS CENTRE PHASE: 2

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Schedule of Quantities brought forward:	
<b>SUBTOTAL 1</b>	R
<b>SUBTOTAL 2</b>	R
<b>Add: VAT (15% of SUBTOTAL 2)</b>	R
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>	R

Signed on behalf of the Tenderer: ..... (Signature)

Date: .....

Tenderer's Name: ..... (Company Name)

**SUMMARY OF SECTIONS  
MATATIELE SPORTS CENTRE PHASE: 2  
CONTRACT No.: MATAT/2022/2023-18**

SECTION	DESCRIPTION	TOTAL PROJECT COST
1	PRELIMINARY & GENERAL	
2	SITE CLEARANCE	
3	EARTHWORKS	
4	SOCCER FIELD	
5	COMBO COURT AND ATHLETIC TRACK	
6	GRANDSTANDS	
7	BUILDING WORKS	
8	SANITATION, WATER AND ROADS	
<b>SUB-TOTAL 1</b>		
<b>ADD 10% Contingencies</b>		
<b>SUB-TOTAL 2</b>		
<b>ADD 15% VAT</b>		
<b>TOTAL CONSTRUCTION ESTIMATE</b>		

## SECTION 1:PRELIMINARY AND GENERAL

Item No	Payment refers	Description	Unit	Qty	Rate	Amount
1	SABS 1200 A PSA	<b>SECTION 1 : PRELIMINARY AND GENERAL</b>				
	8,3	<b>FIXED - CHARGE ITEMS</b>				
1,1	8.3.1	Contractual Requirements	Sum	1		
1,2	8.3.2.1	Facilities for Engineer :				
1.2.1		(a) Furnished Offices ( 1 No)	Sum	1		
1.2.2		(b) Telephone	Sum	1		
1.2.3		(c) Engineers office and toilet	Sum	1		
1.2.4		(d) Nameboard ( 1 No)	Sum	1		
1,3		Facilities for Contractor as wel as compliance with the requirements of the Environmental Specification				
1.3.1		Office, storage, workshops, laboratries	Sum	1		
1.3.2		Living Acommodation & toilet facilities	Sum	1		
1.3.3		Water, Electricity & Communication	Sum	1		
1.3.4		Tools & small equipment	Sum	1		
1.3.5		Dealing with Water	Sum	1		
1.3.6		Access	Sum	1		
1.3.7		Plant	Sum	1		
1,4	8.3.3	Other fixed-charge obligations	Sum	1		
1,6	8.3.4	Remove Contractor's Site Establishment on completion	Sum	1		
1,7		The cost of Health & Safety meassures in terms of the Construction Regulations (2003) of the Occupational Health & Safety Act	Sum	1		
	8,4	<b><u>TIME-RELATED ITEMS</u></b>				
1,8	8.4.1	Contractual requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
		Operate and maintain facilities on site for the Engineer				
1,9		Name board, Equipment, Office, Telephone & Survey	Sum	1		
1,10	8.4.2.1	Facilities for Contractor for duration of construction, except where otherwise stated:				
1.10.1		Office, storage, workshops, laboratries	Sum	1		
1.10.2		Living Acommodation & toilet facilities	Sum	1		
1.10.3		Water, Electricity & Communication	Sum	1		
1.10.4		Tools & small equipment	Sum	1		
1.10.5		Dealing with Water	Sum	1		
1.10.6		Access	Sum	1		
1.10.7		Plant	Sum	1		
1,11	8.4.3	Supervision for duration of the Contract	Sum	1		
1,12	8.4.4	Company and Head Office over-head costs	Sum	1		
1,13	8.4.5	Other time-related obligations	Sum	1		
1,14	PC11	Community Liaison Persons	Prov Sum	1	56000	56000
1,15		Handling cost on item 1.14	%	56 000,00		
1,16		Provisional Sum for Student (R4500/month)	Prov Sum	1	40000	40000

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Item No	Payment refers	Description	Unit	Qty	Rate	Amount
Item No	Payment refers	Description	Unit	Qty	Rate	Amount
<b>CARRIED FORWARD TO NEXT PAGE</b>						
1,17		Handling Cost on item 1.16	%	40 000,00		
1,18	PS 12	Maintenance of Health & Safety Plan, including Risk Analysis, Safe Working Procedures and working methods.	Sum	1		
1,19	PD	Maintenance as well as compliance with the requirements of the Environmental Management Specification.	Sum	1		
1,2	8,6	Amount to cover professional fees for repairing damage and loss (GCC CL 8.6.1.1.3)	Prov Sum	1	20000	20000
1,21		Percentage adjustment to item 1.16 above	%	20000		
	8,7	<b>Dayworks :</b>				
1,24		Labour	Prov Sum	1	5000	5000
1,25		Percentage adjustment to labour above	%	5000,00		
1,26		Materials	Prov Sum	1	10000	10000
1,27		Percentage adjustment to labour above	%	10000,00		
1,28		Plant	Prov Sum	1	10000	10000
1,29		Percentage adjustment to labour above	%	10000,00		
<b>CARRIED FORWARD TO SUMARRY PAGE</b>						

**Section 2  
Site Clearance**

Item No	Payment Refers	Descriptions	Unit	Billed Qty	Rate	Amount
2,1	SABS 1200 C  8.2.1	<u>Section 2: Site Clearance</u>  Clear and Grub	ha	3,75		
CARRIED FORWARD TO SUMARRY PAGE						-
PAGE 2.1						

**Section 3:  
Earthworks**

Item No	Payment Refers	Description	Unit	Billed Qty	Rate	Amount
	SABS1200-D	<b>SECTION 3: Earthworks</b>				
3.1		<b>Earthfill Embankment</b>				
3.1.1		Shaping of slopes on embankments and berms	m <sup>2</sup>	375,00		
3.1.2	<b>8.3.2</b>	Import G7 material from commercial source for embankment fill to maintain a 1% slope fall against existing ground level and compact to 95% MOD ASHTOO	m <sup>3</sup>	3000,00		

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**Section 4  
Soccer Field**

Item No	Payment Refers	Description	Unit	Billed Qty	Rate	Amount
4,1	8.3.1	<b>SECTION 4: SOCCER FIELD</b> <b><u>CLEARING, EXCAVATION, LEVELLING, DRESSING, COMPACTION &amp; EXTRAS</u></b>				
4,2		<b>Earthworks (covered under section 3)</b>				
4,2		<b>TOPSOIL PREPARATION FOR GRASSING</b>				
4.2.1		Topsoil: place, ex stockpile, selected soil 150mm thick, or as directed, no compaction	m <sup>3</sup>	750,00		
4.2.2		Extra-over for importation of materials from commercial sources	m <sup>3</sup>	200,00		
4,3		<b>GRASSING</b> <b>Supply, store and maintain by nominated specialist</b>				
4.3.1		2:3:2 fertilize Add and mix into topsoil layer Superphosphate at a rate of 50 g/m <sup>2</sup>  Plant an approved , instant lawn type Cynodon grass around Soccer Sports Field on the stockpiled topsoil  Rake into surface and roll with light roller/Sandpro tyres Prior to seeding. Water entire surface to be seeded to obtain moist conditions to not less than 150mm deep. (excluding cost of water i.e labour only) Water and maintain newly planted areas immediately after planting and as often as directed by the engineer until grass is established. (established will be regarded as general cover with bare spots of no more than 10% and no spot to be larger than 250mm in diameter. Should cover not be adequate, in the opinion of the Engineer, re-seeding, at the Contractors expense, must be undertaken). Mowing new established grass, when directed by the Engineer, using acceptable motorised mowers including disposal of cuttings offsite (3 visits)	Prov Sum	1,00	180 000,00	180 000,00
4.3.2		Handling Cost for item 4.3.1	%	180000,00		
4,4		<b>POSTS</b>				
4.4.1		Supply delivery and erection of fixed type senior size soccer goals with ground posts manufactured from 75mm x 50mm x 2,5 mm structural rectangular hollow tubing, hot-dip galvanised and white painted with QD enamel. All to International rules and regulations.	No	2,00		
4.4.2		Supply delivery and erection of heavy duty polypropylene soccer netting. Mesh size 120mm x 2.5mm chord. Complete with Hot-dip galvanised steel pegs to secure net to ground. All to International rules and regulations.	No	2,00		

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**Section 5  
COMBO COURT**

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
<b>SECTION 5 : COMBO COURT, TENNIS COURT &amp; ATHLETIC TRACK</b>						
5,1	SABS 1200DA	<b>Earthworks (covered under earthworks)</b>				
5.2		<b>In situ Material</b>				
5.2.1		Preparation and compaction of insitu material to a depth of 150mm to a minimum of 90% MOD AASHTO Density. The rate shall include scarifying , soil poisoning, watering , shaping and compacting of material	m <sup>3</sup>	82		
5.2.2	8.3.2	Cut and shape to falls open earth drains around the court	m <sup>3</sup>	50		
5.3.1		Supply, deliver and construct by nominated specialist a complete combo court as per attached drawings and specification. Also line mark with a 100mm wide white paint on soccer, combo court and athletic track.	Prov. Sum	1	320 000,00	320 000,00
5.3.2		Handling Costs for item 5.3.1	%	320000,00		
<b>ATHLETIC TRACK</b>						
5.4.1		Construct a 430m race track synthetic surface by nominated specialist	Prov Sum	1	1 300 000,00	1 300 000,00
<b>Asphalt Surfacing</b>						
5.5		Continuously graded (Medium Grade-60/70 penetration Grade bitumen	tonnes	366		
5.6		Tack coat of 30% stable-grade emulsion	litres	3440		

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**Section 6  
STEEL GRANDSTANDS**

Item No	Payment Refers	Description	Unit	Billed Qty	Rate	Amount
		<b>SECTION 6: STEEL GRANDSTANDS</b>				
6.1	SABS 1200DA	<b>Earthworks</b>				
	8.3.2	Cut to spoil or stockpile from:				
6.1.1		a) soft excavation	m <sup>3</sup>	110		
6.2		<b>Foundations</b>				
6.2.1		<b>Formwork (Sides)</b>				
		a) vertical formwork	m <sup>2</sup>	314		
6.2.2		<b>Blinding</b>				
		a) Mix 15 MPa	m <sup>3</sup>	10		
6.2.3		<b>Reinforcement</b>				
		High tensile steel bars:	t	3		
6.2.4	1200 G	<b>Concrete</b>				
		a) 30 MPa concrete	m <sup>3</sup>	110		
6.2.5		Supply, deliver and erect by a nominated specialist a galvanised steel grandstand per attached drawings and specification.	Prov Sum	1	1 200 000,00	1 200 000,00
6.2.6		Handling Costs for item 6.2.5	%	1200000,00		

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Section 7 Building Works						
Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
7,1	SANS 1200 D	<b>SECTION 7 :BUILDING WORKS</b> Refer to drawing <b>EARTHWORKS</b>  <b>RESTRICTED EXCAVATION</b>  .1 Wall footings	m³	100		
	8.3.3	.2 Extra over item 8.3.3.1 for  .1 Intermediate excavation .2 Hard rock excavation	m³	20		
		<b>RESTRICTED BACKFILLING</b>				
7.1.2	8.3.9	Extra over items 8.3.3.1 for backfill or for fill material against structures  .1 Selected material compacted to 93% mod  .1 Alongside walls in foundations .2 Under floors	m³	20		
	SABS 1200 GB	<b>CONCRETE (ORDINARY BUILDINGS)</b>				
7.1.3		<b>REINFORCEMENT</b>  .1 High tensile welded mesh  .1 Ref no.193	m²	300		
		<b>CONCRETE</b>				
7.1.4	8.2.5	.1 Strenght concrete 15Mpa/19mm  1 Mass concrete	m³	23		
7.1.5	8.2.5	.1 Strenght concrete 20Mpa/19mm  .1 Surface beds & Apron	m³	40		
7.1.6	8.2.5	.1 Strenght concrete 25Mpa/19mm  .2 Wall footings	m³	20		
		<b>SURFACE FINISHES</b>  .3 230mm Thick wall	m²	300		
		<b>FACE BRICKWORK</b>				
7.1.7	8.3.1	Extra over items 8.1.1 for face brickwork  .1 Stretcher course bond	m²	300		
Carried Forward						

**Section 7  
Building Works**

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
<b>Brought Forward</b>						
		<b>SUNDRIES</b>				
7.1.8	8.4.1	Brick reinforcing				
		.2 150mm Wide brickforce	m	250		
		<b>DAMPPROOFING</b>				
7.1.9	8.5.1	Dampproofing				
		.1 375 Micron brickgrip dpc under walls	m <sup>2</sup>	500		
		<b>LINTOLS</b>				
7.1.10	8.6.1	Lintols				
		.1 75 x 110mm Prestressed concrete lintols	m	30		
		<b>PLASTER</b>				
7.1.11		One coat 1:6 cement plaster				
	8.8.1	.1 Steel float finish to				
		.1 Walls	m <sup>2</sup>	500		
		<b>FLOORS</b>				
7.1.12	8.9.4	Floor tiles, Porcelain, 600x600				
		.1 Floors	m <sup>2</sup>	300		
		<b>PRESSED METAL DOORS AND FRAMES</b>				
7.1.13		Steel door frames				
	8.11.1	.1 1,2mm Pressed steel door frames and door for				
		.1 Door size 813 x 2032mm and 115mm wall (D1)	no	25		
		<b>STEEL WINDOWS</b>				
7.1.14	8.14.1	Residential section complete with brickpatern burglar bars including chrome plated fittings				
		.1 Type ND11F	no	12		
<b>Carried Forward to Next Page</b>						

Section 7 Building Works						
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
<b>Brought Forward</b>						
<b>Points</b>						
7.1.15	.1	Plumbing points in building				
	.1	Hand wash basin	no	12		
	.2	150 liter geyser	no	2		
	.3	Sink	no	12		
	.4	Toilet	no	12		
	.5	Water closet	no	12		
	.6	Urinary basins	no	10		
	7	Mirrors	no	4		
	8	Toilet role holder	no	24		
7.1.16	.1	Outside plumbing points	no	10		
7.1.17		Provisional Allowances				
	a)	Allowance for bench and lockers	Prov Sum	1	25 000,00	25 000,00
	b)	Electrification of building & application thereof	Prov Sum	1	150 000,00	150 000,00
8		<b>Carpentry &amp; Joinery</b>				
8,1		Roofs, etc. Roof Trusses (Roof Timbers to be Grade V4) Pre-fabricated roof trusses from approved supplier spacing 1,2m.	Sum	1		
8,2		Bracing.	Sum	1		
8,3		38mm x 114mm SA pine wall plates.	m	60		
8,4		50mm x 76mm V5 SA pine purlins fixed to trusses at maximum 1200mm centres.	m	750		
9		<b>Roof Coverings</b> CHROMADEK' roof sheeting including fixings, etc., IBR profile. Single continuous roof sheeting 0,6mm thick	m²	276		
10		Construct Guard House	Prov Sum	1	80 000,00	80 000,00
<b>Carried Forward to Summary Page</b>						
PAGE 7.3						

Section 8 Sanitation, Water and Stormwater						
ITEM NO	Payment Refers	Description	Unit	Qty	Rate	Amount
8		<b>SECTION 9: SANITATION, WATER &amp; STORMWATER</b>				
8.1	SABS 1200DB	<b>EARTHWORKS (PIPE TRENCHES)</b>				
8.1.1		<b>Excavation of Trenches</b>				
8.1.1.1		Excavate in <b>pickable</b> materials for trenches <b>600 mm</b> wide, using labour Intensive Construction Methods, backfilling measured elsewhere.				
		Depth exceeding 0.0 m but not exceeding 1.2 m	m	700		
8.1.1.2		Excavate in <b>Machine Class</b> materials for trenches <b>600 mm</b> wide, backfilling measured elsewhere.				
		Depth exceeding 0.0 m but not exceeding 1.2 m	m	60		
		E.O item 9.1.1.1 for excavation in intermediate materials	m <sup>3</sup>	110		
		E.O item 9.1.1.2 for excavation in Hard Rock Excavations	m <sup>3</sup>	50		
8.1.2		<b>Backfilling of Trenches</b>				
		Backfilling by hand, compact and dispose of surplus/unsuitable material including removal of boulders of rock where applicable on <b>600 mm</b> wide trenches of depth.				
		Depth exceeding 0.0 m but not exceeding 1.2 m	m	760		
8.1.3	SABS 1200 LB	<b>Bedding (pipes)</b>				
		Provision of bedding from trench excavation for flexible pipes				
		a) selected granular material	m <sup>3</sup>	18		
		a) selected fill material	m <sup>3</sup>	20		
		Supply of bedding importation				
		a) selected granular material	m <sup>3</sup>	10		
		a) selected fill material	m <sup>3</sup>	15		
8.1.4		Class 20/19 concrete for pipe thrust blocks	m <sup>3</sup>	5		
8.2	SABS 1200 L	<b>MEDIUM - PRESSURE PIPELINES</b>				
8.2.1		Supply, Lay pipes complete with couplings				
8.2.1		<u>Type 4 HDPE &amp; uPVC class 12 pipes for water reticulation. Rate to include for all bends, cut length, couplings, tees, reducers etc</u>				
		a) 63 mm dia, HDPE	m	300		
		b) 25 mm dia, HDPE	m	50		
		c) 75 mm diameter (uPVC)	m	200		
8.2.2		Construct standpipe complete as per drawing	No	3		
8.3		Supply 10 kl jojo tank and Install on a 10 m steel stand complete with foundations	Prov Sum	1	50 000,00	50 000,00
8.4		Precast Valve Chambers (1000D, supplied by Rocla or similar	No	4		
<b>Total Carried Forward</b>						

ITEM NO	Payment Refers	Description	Unit	Qty	Rate	Amount
<b>Section 8</b>						
<b>Sanitation, Water and Stormwater</b>						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	EST. QTY	Rate	Amount
Brought Forward						
8,4	SABS 1200 LD	<b>SEWERS</b> As specified in SABS 1200 LD and in the Project Specification Supply, Lay, Joint and Bed Pipes Class B bedding and test pipes, Complete with the following pipes				
	8.2.1	110mm dia PVCu Class 34, solid wall	m	300		
		200mm dia PVCu Class 34, solid wall	m	250		
8,5	8.2.2	Supply and bedding of specials complete with couplings				
		i) Cleaning eyes	No	5		
		ii) Inspection eyes	No	5		
8,6	8.2.3	Manholes				
		Manholes with 1,0 m dia precast chamber sections, reducer slab, min of 2 No adaptor slab and CI circular manhole cover and frame to SANS 558, Fig 4, Type 4 with concrete surround as shown on drawing				
		i) 1,00 m - 1,50 m depth	No	16		
8,7	8.2.6	Erf Connections	No	30		
8,8		Miscellaneous				
8.8.1		Septic tank system, refer to drawing. Reinforced concrete septic tank complete	No	1		
		Municipal Connection (sewer & water)	Prov Sum	1	50 000,00	50 000,00
8,10	SABS 1200 DM	<b>Bulk Earthworks (Roads)</b>				
		Rip and Recompact in situ materials to 95 % Mod AASHTO density.				
8.10.1		i) 150 mm thickness	m <sup>3</sup>	180		
8.10.2		Construct 150 mm G7 material and compact to 98% MOD AASHTO density ( Rate to include 2 km overhaul)	m <sup>3</sup>	165		
8.11.3		Borehole drilling (including supply of pump, sprinlers, 10kl tank and standby generator (7kva)	Prov Sum	1	300 000.00	300 000,00
<b>CARRIED FORWARD TO SUMMARY</b>						

**C3: SCOPE OF WORK**

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**C3.1 STANDARD SPECIFICATIONS**

The Conditions of Contract are the General Conditions of Contract for Construction Works, Third Edition, 2015.

**C3.2: PROJECT SPECIFICATIONS**

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.



**C3.2: PROJECT SPECIFICATIONS****PART A: GENERAL****1. DESCRIPTION OF THE WORKS****C3.1.1 EMPLOYER'S OBJECTIVES**

The employer's objectives are to provide formal easily accessible sports facility ground for the community of Matatiele Local Municipality.

The motivation for the project is social, economic and environmental. The municipality, environment and project communities will benefit economically and socially as follows:

- Improvement in provision of basic services
- Improvement in the living and social conditions of the beneficiary communities
- Growth in the level of economical & social activities by the Community
- Employment creation during project implementation
- Employment potential due to skills transferred during project implementation

**C3.1.2 OVERVIEW OF THE WORKS**

The works consists of construction of a new sports facility ground

**C3.1.3 EXTENT OF THE WORKS**

The works encompassed in the project scope of work include:-

- Paved netball/volley ball court and tennis/basketball court
- Spectator stands that cater for dignitaries, medium and general class
- Changing rooms and ablution facilities with several female, male and disabled toilets
- Application and installation of electricity
- Installation of goal posts
- Installation of final layer synthetic track on running track and asphalt surfacing
- Water, sewer reticulation system and septic tank
- Borehole drilling
- Guard house
- Import G7 material for levelling around the field
- Topsoil and grassing on designated areas to control erosion

**LOCATION OF WORKS**

Matatiele sports centre located 2km away from Matatiele Local Municipality offices, which falls under Alfred Nzo District Municipality in the Eastern Cape Province.

The term "Site" as defined in the General Conditions of Contract 2015, will comprise the full road reserves. The "Site" will also include land not provided by the Employer where equipment and/or materials for use in the permanent works of the contract can be stored and/or stockpiled with the provision that the land selected for this purpose be approved by the Engineer. The Contractor must make his own arrangements for the use of such land and must obtain written approval from the owner(s) concerned.

**C3.1.4 TEMPORARY WORKS****C3.1.5.1 SPECIAL WATER HAZARDS CONTROL**

It should be noted that certain areas of the Works are fairly low lying and due to blocked and inadequate storm water control structures, these areas are prone to flooding and ponding during and subsequent to rainy periods.

Therefore, roadworks and trenching / open excavations may also be delayed due to ponding of water and the Contractor will have to allow for various methods of removing ponding storm water and other de-watering methods to enable a minimum of delay to occur.

**C3.1.5.2 OTHER SERVICES (TELKOM, ELECTRICITY, ETC)**

Items have been allowed in the Bill of Quantities for dealing with and protecting existing services where they are known.

The Contractor will, however, ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing the relevant Official to indicate the said services at least 48 hours prior to commencement of work, after which the responsibility rests with the Service Department if the services are not indicated to the Contractor as requested.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

**C3.1.5.3 SURVEY BEACONS AND BENCHMARKS**

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

**C3.1.5.4 TIDYING UP OF THE WORKS**

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers or public. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

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## 2. PROJECT SPECIFICATIONS

### PSA GENERAL

#### PSA1 QUALITY (Clause 3.1)

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

#### PSA2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

##### PSA2.1 Contractor's Camp

The Contractor's camp shall be kept clean at all times during construction and conform to the requirements and regulations of the Employer, authorities and the applicable Environmental Management Plan.

The Contractor must fence off his construction camp area with 1.8m high diamond mesh fence. The inside of each camp area shall be screened off from the public by 1.8m high green shade cloth neatly tied to the inside of the fence. All temporary fencing must be removed on completion of the Contract.

The camp may be used for the working hours activities of the Contractor's and the Employer's personnel and for all related facilities required by the Contractor and the Employer such as workshops, stores, testing laboratories, etc. The Contractor's personnel, including bona fide night watchmen, may only sleep within the camp should the Contractor:

- take all the necessary steps required to comply fully with public legislation and regulations and all specification clauses governing the environment, health, transport, safety and public disturbance impacts of such on-site accommodation;
- acquire the written permission of the Employer and relevant authority and comply with their requirements.

Should at any stage of the Contract the Employer and/or the Engineer is of the opinion that the housing of personnel within the camp site of the Contractor is causing disturbance or inconvenience to the nearby residents, then the authority granted by this clause for the Contractor to house personnel on site may be withdrawn, either partially or entirely.

The Contractor shall at all times conform to all requirements contained in law or bylaws, as well as any other requirements set by the controlling local authority.

The Contractor shall water all access roads to the construction camp, as well as working areas used by vehicles inside the camps, twice daily including weekends as required or as may be directed by the Engineer, to prevent dust being churned up by vehicles or wind.

At the completion of the construction work, the Contractor must break down and remove all concrete slabs, etc. in the construction camps and at the batching plant (if applicable), remove all

rubble from the camp site and hand back the sites in a clean and tidy condition.

No Certificate of Completion shall be issued for the Works unless the site clearing is done to the satisfaction of the Engineer.

#### **PSA2.2 Source of Water Supply**

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing, testing and commissioning the Works.

Accordingly, the Contractor shall pay all consumption charges, and at his cost provide all connections, consumption meters, pipework, storage tanks, transport and other items associated with the supply of water for the Works. All connections to pipelines of a municipality (or its provider) shall be at points and to standards approved by the Engineer and that municipality or designated provider.

#### **PSA2.3 Source of Power Supply**

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all consumption charges, and at his cost to provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

Although an application has been lodged with Eskom for the provision of bulk electricity to the Site, the Contractor shall assume that no electricity is available on Site for tendering and construction purposes and shall make the necessary arrangement to provide alternative electrical supply as required.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the requisite connection(s). The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

#### **PSA2.4 Sanitary facilities**

Ablution facilities shall be kept hygienic at all times. In addition, the Contractor shall at all times during construction of the Works provide adequate sanitary facilities on.

#### **PSA2.5 Housing**

The Contractor will not be permitted to house any personnel within his camp site unless the Employer approves a written request to this end by the Contractor.

### **PSA3 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

#### **PSA3.1 Existing Services and Structures (Sub-Clause 5.4)**

The position and details of all existing services and structures known to the Engineer are shown on the Drawings as Site Data. The Drawings show the best information available to the Employer at time of tender. The Employer takes no responsibility as to the accuracy or completeness of this

information and has provided this information merely as an aid to the tenderers in preparing their Tenders for construction of the Works.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other contractors or public authorities. The Contractor must familiarize himself with the various standard regulations of the relevant public authorities and act accordingly. Any damage caused to these services or structures, or any obstructions or hindrance caused to other contractors or public authorities by the Contractor and all claims arising from such damage, obstruction or hindrance shall be the sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Engineer or the appropriate public authority. The same obligations shall be imposed on the Employer and on other contractors employed by the Employer in respect of the Works being executed under this Contract.

The Contractor shall conduct the necessary search for unknown services as required by the Standard Specifications. After searching, all services shall be deemed as known. The Contractors' cost of searching for existing services and accommodating all existing services and relocating all services shall be priced into the appropriate items forming part of the Contract.

#### **PSA4 TESTING (Clause 7)**

**PSA4.1** All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that will be issued once the Contract has been awarded.

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

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

#### **PSA5 SUMS STATED PROVISIONALLY (Clause 8.5)**

##### **PSA5.1 Contingencies**

A Provisional allowance shall be included in the Summary of Schedules for contingencies. No percentage mark up will be applicable to any payments made using contingency money other than the mark-up included in prices for variations determined in terms of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the sub-total value as specified in the Summary of Schedules.

##### **PSA5.2 Contract Price Adjustment**

A Provisional allowance shall be included for Contract Price Adjustment in the Summary of

Schedules to make provision for contract price adjustment in terms of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the subtotal value as specified in the Summary of Schedules. No percentage mark-up will be applicable to any payments made in this regard.

**PSA5.3 Salary for Labour Desk Officer and Community Liaison Officer**

Remuneration for the CLO will be R5500 per month for the period of employment. Where the CLO is engaged for part of the month, they shall be paid an equivalent daily amount. The unit for measurement shall be the man-month of CLO employment.

A CLO who fails in their responsibilities may be replaced in consultation with the PSC and ISD consultants.

**PSA5.4 Artisans and Skills Training**

A Provisional Sum has been included in Schedule 2 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. An allowance has also been made for wages and salaries of such labourers under a separate payment item. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract and shall be 7.5% for the purpose of this Contract.

**PSA5.5 Telephone Calls and Rental**

A Provisional Sum has been included in Schedule 2 for telephone calls (cellular only) of the Engineer's Representative for the duration of the Contract. The Engineer's Representative will provide his own cellular telephone for the Contract. Payment for cellular calls will be based on call and rental costs.

In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract and shall be 7.5% for the purpose of this Contract.

**PSA5.6 Acceptance Control Testing**

A Provisional Sum has been included in Schedule 2 for acceptance control testing ordered by the Engineer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract and shall be 7.5% for the purpose of this Contract.

**PSA5.7 Office Consumables for Engineer's Site Facility**

A Provisional Sum has been included in Schedule 2 for the supply of office consumables for Engineer's site facility.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract and shall be 7.5% for the purpose of this Contract.

**PSA5.8 Electronic Equipment for Engineer's Site Facility**

A Provisional Sum has been included in Schedule 2 for the supply of office equipment for Engineer's site facility.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract and shall be 7.5% for the purpose of this Contract.

**PSA5.9 Specialized Services**

A Provisional Sum has been included in Schedule 2 for the appointment and payment for specialized services if and when required. These may include all work required by the following specialists:

- Environmental compliance monitoring by the ECO E
- Acceptance control testing of pipework, coatings and linings A
- Health and Safety compliance monitoring H

In addition to the above-mentioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract and shall be 7.5% for the purpose of this Contract.

**PSA5.10 Accommodation for the Resident Engineer**

A Provisional Sum has been included in Schedule 2 for the provision of accommodation for the Resident Engineer for the duration of the Contract.

In addition to the above-mentioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract and shall be 7.5% for the purpose of this Contract.

**PSA6 PRIME COST ITEMS (Clause 8.6)**

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**PSA6.1 Materials for Dayworks**

A Provisional Sum has been included in Schedule 2 for materials to be used during the execution of dayworks. In addition to the above-mentioned amount, provision is made in Schedule 2 for a mark-up on the materials used during the execution of the dayworks by the Contractor, which shall be 15% for the purpose of this Contract. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

*Add the following new clauses to section 8 – Measurement and Payment:*

**PSA8.3.5 Compliance with Occupational Health and Safety Act and its Regulations and with the Employer's Health and Safety Specification included under section C3.5.1 (Unit: Sum)**

The fixed charge item shall include, but shall not be limited to, the following:

- Provision of Health and Safety Plan
- Provision of Health and Safety File
- Health and Safety Training
- Personal Protective Clothing and Equipment
- Fences, Signs and Barricades
- Establishment of Safety Administration
- Baseline Medicals for all employees, working at the site of the Treatment Works, including:
  - Hepatitis A & B injections
  - Typhoid
  - Polio combined with tetanus
  - Lung function tests.
- Other Health and Safety Fixed-charge Obligations

**PSA8.3.6 Compliance with the Environmental Management Plan during the construction phase as specified under section C3.5.2 (Unit: Sum)**

The fixed charge item shall cover all initial costs deemed necessary to achieve compliance with the Environmental Management Plan (EMP).

**PSA8.4.6 Compliance with Occupational Health and Safety Act and its Regulations and with the Employer's Health and Safety Specification included under section C3.5.1 (Unit: Month)**

The time related item shall include, but shall not be limited to, the following:



- The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- Updating the Health and Safety Plan as needed,
- Carrying out of periodic own audits and follow-up audits,
- Compiling on going risk assessments and risk assessment reports as required by the Works,
- Convening of regular safety meetings with the Safety Representatives,
- Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- Implementation and maintenance of Training
- Maintenance of personal protective clothing and equipment
- Maintenance of fences, signs and barricades
- Implementation and maintenance of safety administration
- Other Health and Safety Time-related Obligations

**PSA8.4.7 Compliance with the Environmental Management Plan during the construction phase as specified under section C3.5.2 (Unit: Month)**

The time related item shall cover all costs deemed necessary to achieve compliance with the Environmental Management Plan (EMP) during the construction stage.

**PSA8.4.8 Miscellaneous**

The Contractor to specify and price any/all permanent and/or temporary works not measured under schedules 1 to 8 for the complete execution of the Contract in terms of the Conditions of Contract and Scope of Works.

**PSAB ENGINEER'S OFFICE**

**PSAB1 NAME BOARDS (Clause 3.1)**

The Contractor shall supply and erect one (1) name board in accordance with the details shown on the Drawings and in positions instructed by the Engineer.

Substitute "South African Institute of Civil Engineers" in the first paragraph of AB3.1 with "South African Association of Consulting Engineers".

**PSAB2 OFFICE BUILDING (Clause 3.2)**

**PSAB2.1 General requirements**

## (a) Resident Engineer's and assistant's office

The Contractor shall provide two (2No) furnished office for the Resident Engineer and an assistant and shall properly maintain these facilities for the duration of the Contract. The facilities shall be provided according to the Standard Specifications and as amended below.

The offices shall have the floor area of at least 15 m<sup>2</sup> each and a ceiling height of at least 2,5m. The offices shall be weatherproof with wooden boarded floors that are at least 150mm above the ground, and shall be provided with ceilings, a door with a secure lock, and with opening windows of glazed area at least 40% of the floor area. Offices shall be well ventilated and shall be insulated as to provide comfortable working conditions.

The internal finishing of each office shall include the following:

- a desk with a top of size at least 1,5m x 0.9m and at least two lockable drawers;
- a lockable upright steel cabinet with three shelves;
- a steel filing cabinet with four drawers;
- racks for hanging construction drawings;
- a wash hand basin with towel rack and soap dish;
- an acceptable model air conditioner, capable of maintaining the room temperature between 18°C and 22°C,
- suitable electrical lighting (fluorescent type);
- one high stool;
- two 15 amp plug points with earth leakage;
- one drawing table, 3m long x 1m wide x 0.9m wide, with a smooth top and draftsman stool;
- two chairs;
- an acceptable blind on each window

A provisional sum has been included in schedule 2 for the Contractor to provide all electrical equipment required by the office staff as well as all consumables required for facilities and equipment. The Contractor shall be responsible to provide and maintain an adequate wireless internet connection for the Engineer's office.

All offices, facilities and equipment shall be new and be furnished, serviced, cleaned and maintained by the Contractor. The Contractor shall provide a full time assistant for cleaning the offices and car wash. The Contractor shall provide a full-time guard service and ablution facilities for the office complex.

The Contractor shall be responsible for all running costs and costs for other services, including telecommunication, electricity, water, etc. to operate and maintain the offices efficiently. The Contractor shall be responsible for all cellular cost by the Engineer's staff. A provisional sum is included in the Contract for this item under schedule 2.

The Contractor will be responsible for the maintenance and insurance of the equipment, which shall become the property of the Contractor upon the issue of the Certificate of Completion.

## (b) Conference Room

The Contractor shall provide a conference room for the joint use of the Contractor's and the Employer's Personnel. The conference room shall be available to the Engineer for all meetings convened by the Engineer with the Contractor and with the Employer, and on a reasonable basis for the Engineer for meetings with his construction monitoring staff. The Contractor shall properly maintain the conference facility for the duration of the Contract.

The conference room shall be provided in accordance with the Standard Specifications and shall have a floor area of at least 30 m<sup>2</sup> and a ceiling height of 2,5m or greater. The room shall be weatherproof with wooden boarded floors that are at least 150mm above the ground, and shall be provided with ceilings, a door with a secure lock, and with opening windows of glazed area at least 40% of the floor area. Offices shall be well ventilated and shall be insulated as to provide comfortable working conditions.

The internal finishing of the conference room shall include the following:

- a 12-seat conference table;
- 12 conference table chairs;
- a serving table with top size 1,5m x 0,9m;
- facilities to hang 4 x A1 drawings against the conference room walls;
- (an) acceptable model air conditioner(s), capable of maintaining the room temperature between 18°C and 22°C;
- suitable electrical lighting (fluorescent type);
- three 15 amp plug points with earth leakage;
- suitable blinds on each window.

(c) Kitchenette

The Contractor shall provide and properly maintain a kitchenette for the Engineer for the duration of the Contract.

The kitchenette shall have a floor area of 5 m<sup>2</sup> and generally be constructed in accordance with the standards specified for offices.

(d) Office equipment

The Contractor shall provide the following computing, printing and copying equipment for the exclusive use of the Engineer and his staff and shall provide all maintenance and consumables for this equipment for the duration of the Contract. Payment for these items shall be made under a Provisional Sum and all equipment shall become the property of the Employer at the completion of the Contract.

- Two new notebooks equipped with 2016 Microsoft Office Home & Business. The notebook shall have the following specifications as a minimum; Intel Core i5 2400 Processor, 3.1 GHz, 4 GB RAM, 250GB SSD (Solid State Drive), DVD±RW DL, 15.6" Screen, Ethernet Giga, 7-in-1 (MMC/MS/MS Pro/SD/SDHC/XD/XD Type H), Express Card, 3G ENABLED, Windows 10 PRO Operating System.
- One HP A4 LaserJet Multifunction printer with a 300 dpi scanner and a minimum print speed 23ppm, linked to both notebooks;
- One new digital camera;
- Kettle, microwave, fridge and basic crockery and cutlery for 10 persons for kitchenette.
- Wireless internet connection

## (e) Carports

The Contractor shall provide and maintain three (3) carports with waterproof roofing for the exclusive use of the Employer, Engineer and his staff for the duration of the Contract. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions. Carports should be erected adjacent to the office complex of the Engineer.

## (f) Ablution units

The Contractor shall provide two separate toilets for ladies and gents for the exclusive use of the Employer, Engineer and his staff. The Contractor shall provide cleaning materials and toilet paper and maintain the ablutions for the duration of the Contract.

**PSAB2.2 Laboratory Equipment**

The Engineer only requires the laboratory facilities and equipment that are listed below. At the request of the Engineer, the Contractor shall arrange separately with an independent commercial laboratory and/or designated specialists to carry out additional acceptance control tests, over and above the normal quality control testing required for the construction of the Works. A provisional sum is included in the contract for the additional control tests ordered by the Engineer. The Contractor shall remain responsible to carry out the process control testing required by the Standardized, Particular and Project Specifications.

The Contractor shall supply and maintain the following acceptance control equipment for use by the Engineer during the Contract:

- 1 Troxler nuclear system Model 3440, complete with accessories and stored in a suitable transit case as supplied by the manufacturer. A detailed description of the unit and principals of operation shall be included in the manual for the nuclear instrument. Calibration test certificates shall be provided for each instrument.
- Six concrete cube moulds, 150mm nominal size.

**PSAB3 SURVEY EQUIPMENT (Clause 5.5)**

The survey equipment listed below shall be made available and be maintained in good condition for the exclusive use of the Engineer or his Representative for the duration of the Contract. Payment will be made as provided for in the Time Related Items included in Schedule 1.

- |   |       |
|---|-------|
| (a) Automatic surveyor's level complete with tripod and leather carry case such as Zeiss N1-2 or equivalent                     | 1 No  |
| (b) 20-second tachometer with optical plumbob complete with tripod and leather carry case such as Sokkisha TM20C or equivalent. | 1 No. |
| (c) Nylon-coated steel surveyor's tape 100m long and 10mm wide  | 1 No. |

(d) 5m long steel tape	1 No.
(e) 5m long three-piece telescopic survey staves (metric double-face) complete with angle bracket level	1 No
(f) Survey books: Level	2 No.
(g) One metre long spirit level	1 No.

## **PSC SITE CLEARANCE**

### **PSC1 DISPOSAL OF MATERIAL (Sub-Clauses 3.1 and 8.2.1)**

Materials arising from clearing and grubbing shall be disposed of at a suitable spoil site. The Contractor shall be responsible to make his own arrangements for a suitable spoil site and all transport costs shall be included in the rates tendered for site clearance. Trees and stumps necessarily removed shall not be burnt unless authorized by the Engineer but shall be cut and stacked at areas designated by the Engineer.

### **PSC2 CUTTING OF TREES (Sub-Clause 5.2.3.2)**

*Replace the last sentence with the following:*

"An amount of R 1,000 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

### **PSC3 MEASUREMENT AND PAYMENT (Sub-Clause 8.2.1)**

*Replace the first line with the following:*

"The area designated by the Engineer to be cleared and grubbed will be measured in square meter to the nearest square meter or,"

## **PSD EARTHWORKS**

### **PSD1 INTERPRETATION (Sub-Clause 2.1)**

*Replace sub-clause 2.1 with the following:*

"Any of the other SABS/SANS 1200 specifications may form part of the Contract documents."

### **PSD2 DEFINITIONS (Sub-Clause 2.3)**

*Replace the word and the definition for "borrow" with the following:*

**"Borrow material:** Material, other than material obtained from excavations required for the works, obtained from commercial sources or existing borrow pits. 'Borrow' shall have a corresponding meaning."

*Replace the definition for "Specified density" with the following:*

"**Specified density**: The specified dry density expressed as a percentage of modified AASHTO dry density."

*Replace the definition for "Stockpile" with the following:*

"**Stockpile** (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose"

*Add the following definitions:*

"**Commercial source**: A source of material provided by the Contractor, not the Employer.

**Fill**: An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

**Fill** (material): Material used for the construction of an embankment or terrace

**Roadbed**: The natural in situ material on which the fill or, in the absence of fill, the pavement layers are constructed"

### **PSD3 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1.2)**

Delete clause 3.1.2 (a) and clause 3.1.2 (b) and replace with the following:

#### 3.1.2 (a) Soft excavation:

"All material that is not classified as hard rock excavation in terms of clause 3.1.2 (c), boulder excavation class A in terms of clause 3.1.2 (d) or boulder excavation class B in terms of clause 3.1.2 (e) shall be classified as soft excavation"

In clause 3.1.2 (c) (1), replace the words "equivalent to that specified in (b) (1) above" with the words "of mass approximately 35 t, fitted with a single-tine ripper suitable for heavy ripping and of fly wheel power approximately 220 kW."

In the last sentence of clause 3.1.2 (d), replace the words "intermediate excavation" with the words "soft excavation."

In the last sentence of clause 3.1.2 (e) (2), replace the words "or intermediate excavations, according to the nature of the material" with the word "excavation."

### **PSD4 SELECTION**

*Add the following new sub-Clause 3.3.3*

"Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

**PSD5 PLANT (Sub-Clause 4.4)**

*Replace the contents of sub-Clause 4.4 with the following:*

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of sub-clause 5.4 of SABS 1200 A and sub-clause 5.1.2 of SABS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

**PSD6 CONSTRUCTION - PRECAUTIONS**

**PSD6.1 Safeguarding of Excavations (Sub-Clause 5.1.1.2)**

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

**PSD6.2 Explosives (Sub-Clause 5.1.1.3)**

*Replace the contents of this sub-Clause with the following:*

"The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures, and for other purposes where explosives are normally required, subject to the following conditions:

- (a) The Engineer may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Engineer does not entitle the Contractor to additional payment for having to resort to less economical methods of construction.
- (b) The Engineer's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The Contractor shall comply fully with the applicable legislation and regulations.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting.

Should such inspections be required, the Contractor shall, together with the Engineer and the

insurer, examine and measure the buildings, houses or structures in the vicinity of the proposed blasting site and establish and record, together with the owner, lessee or occupier, the extent of any existing cracking or damage before blasting operations commence.

- (e) When there is a possibility of damage to power and telephone lines or any other services or property, the Contractor shall adapt his method of blasting and the size of the charges and shall use adequate protective measures (eg cover-blasting) to reduce the risk of damage.
- (f) All accidents, injury to persons and animals and damage to property shall be reported to the Engineer in detail and in writing as soon as is practicable.
- (g) The Engineer shall be given 24 hours notice by the Contractor before each blasting operation is carried out.
- (h) When blasting to specified profiles, the Contractor shall so arrange the holes and charges that the resulting exposed surfaces are as sound as the nature of the material permits. The Contractor shall make good, at his own expense, any additional excavation necessitated by the shattering of rock in excess of any overbreak allowances specified in the Project Specifications or given on any Drawing.

Notwithstanding the Contractor's compliance with the above provisions, the Contractor shall remain liable for any injury to persons and animals and loss of or damage to property occurring as a result of blasting operations."

### **PSD6.3 Existing Services**

#### **PSD6.3.1 Detection, location and exposure (Sub-Clause 5.1.2.2)**

*Replace the contents of sub-Clause 5.1.2.2 with the following:*

"The exposure by the Contractor of underground services, as required in terms of sub-clause 5.4 of SABS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 93% Mod AASHTO density; and
- (b) In all other areas: 90% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layerworks in accordance with the provisions of sub-clause 5.9 of SABS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub-clause PSD 8.3.8.1.

Payment in respect of reinstating layerworks in roadways will be made in accordance with sub-clause



8.3.6.1 of SABS 1200 DB (as amended)."

PSD6.3.2 Protection during construction (Sub-Clause 5.1.2.3)

*Replace the contents of sub-Clause 5.1.2.3 with the following:*

**“Protection during construction.**

Further to the requirements of sub-clause 5.4 of SABS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of sub-clause 5.4 of SABS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

PSD6.3.3 Negligence (Sub-Clause 5.1.2.5)

*Delete Sub-Clause 5.1.2.5*

**PSD6.4 Stormwater and Groundwater (Sub-Clause 5.1.3)**

*Add the following:*

"The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to protect the works."

**PSD6.5 Reinstatement and Maintenance of Roads**

*Add the following:*

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in sub-clause 5.9 of SABS 1200 DB."

**PSD7 CONSTRUCTION – METHODS AND PROCEDURES**

**PSD7.1 Site Preparation**

PSD7.1.1 Conservation of top soil ((Sub-Clause 5.2.1.2)

*Add the following:*

Topsoil shall be removed from all areas where structures are to be constructed and shall be stockpiled or spread as and where indicated by the Engineer.

**PSD7.2 Excavation**

PSD7.2.1 Excavation for general earthworks and for structures (Sub-Clause 5.2.2.1)

*Add the following to paragraph (b):*

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. The tendered rate for item 8.3.5 will be deemed to include the cost of a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

*Replace the first sentence of paragraph (e) with the following:*

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 93% of modified AASHTO density or to the density of the surrounding material, whichever is the higher density.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall re-trim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD7.2.2 Borrow Pits (Sub-Clause 5.2.2.2)

*Add the following:*

Bedding and backfill materials shall be obtained from trench excavations, existing borrow pits or commercial sources. Where borrow materials are required, such materials shall be obtained from borrow sources to be identified by the Contractor, who shall be entirely responsible for ensuring that such materials comply in all respects with the material specifications. Unless otherwise specified the opening of new borrow pits shall not be allowed.

The Contractor shall in all respect comply with the various requirements of SABS 1200D and in relation to the opening up, closing down and utilization of borrow pits.

All costs associated with the importation of suitable material from borrow or other sources must be borne by the Contractor, including excavation, crushing, screening, transport and royalties, and the tendered rates for material from borrow must include therefore, as no other payment will be made in this regard.

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

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

PSD7.2.3 Disposal (Sub-Clause 5.2.2.3)

*Replace the second sentence with the following:*

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

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

If so instructed by the Engineer, surplus or unsuitable materials arising from the works shall be spoiled and neatly spread and levelled so as not to interfere with future works nor to disrupt the natural overland flow of storm runoff, at spoil areas arranged by the Contractor and approved by the land owner and Engineer. Where a pipeline is laid within a rail or road reserve the route of the pipeline shall be finished neatly to be flush with the natural ground level or finished sidewalk level as may be applicable.

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at the such sites will be made in accordance with the provisions of sub-clause PSD 8.3.15."

#### PSD7.2.4 Selection and stockpiling

*Add the following new sub-Clause 5.2.2.4*

##### **"PSD 5.2.2.4 Selection and stockpiling**

Approval or designation of the material in a particular borrow pit or excavation for particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which the said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organize and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Engineer's opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Engineer and shall be replaced by the Contractor with materials acceptable to the Engineer, all at the Contractor's cost.

When required, or when ordered by the Engineer, material shall be stockpiled for later use. The additional costs for stockpiling material shall be paid to the Contractor in accordance with the provisions of sub-clause PSD 8.3.14."

#### PSD7.3 **Placing and Compaction**

*Add the following new sub-Clause 5.2.3.3*

##### **"PSD 5.2.3.3 Backfilling with soilcrete**

Soilcrete backfilling shall be a G5 material as specified in SABS 1200M, stabilised with 5% cement and compacted to 93% modified AASHTO maximum density.

**PSD7.4 Transport and earthworks**

PSD7.4.1 Freehaul (Sub-Clause 5.2.5.1)

*Replace this sub-Clause with the following:*

"All haul within the boundaries of the Site will be regarded as freehaul."

**PSD8 TESTING**

**PSD 8.1 Taking and testing of samples**

*Replace the contents of this sub-clause with the following:*

"The Contractor shall arrange with an approved independent laboratory engaged by the Contractor to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five (5) percentage points below the specified value."

**PSD9 MEASUREMENT AND PAYMENT**

**PSD9.1 SCHEDULED ITEMS**

**PSD9.1.1 Restricted excavation (Sub-Clause 8.3.3)**

*Replace the words "in 1 m increments" at the end of the first sentence of sub-item (a) with "in the increments indicated in the schedule of quantities".*

*Replace "in 5.2.2.1 – 5.2.2.3 (inclusive)" at the end of sub-clause (a) with "in sub-clauses 5.2.2.1 to 5.2.2.5 (inclusive)".*

**PSD9.1.2 PSD8.3.14 Extra over items PSD 8.3.2.(a)(1) and PSD 8.3.3 for temporary stockpiling .....Unit: m<sup>3</sup>**

*Add the following new sub-Clause:*

The unit of measurement shall be the cubic meter of material from necessary excavations, temporarily stockpiled by the Contractor on the instructions of the Engineer, before being used in embankments or backfill. Measurements shall be taken in place in compacted embankment or backfill as the case may be.

The tendered rate shall include for the costs, additional to those provided for in PSD 8.3.2(a)(1) and PSD 8.3.3, of off-loading, forming and maintaining the stockpile for as long as is required, reloading

and transporting within the applicable free-haul distance from the stockpile.

Payments to the Contractor under this item will only be made in respect of that material stockpiled on the instructions of the Engineer (which instruction shall state specifically that payments for such stockpiling will be paid for under this item) and no payments will be made to the Contractor under this item in respect of materials stockpiled by the Contractor on his own volition, nor for materials necessarily stockpiled by the Contractor in consequence of the sequence of operations adopted by him in the course of executing the works, whether such stockpiling was avoidable or otherwise."

**PSD9.1.3** PSD8.3.15 Extra over items PSD 8.3.2(b) and PSD 8.3.3 for disposing of spoil material on a site provided by the Contractor..... Unit: m<sup>3</sup>

The unit of measurement shall be the cubic meter measured in accordance with sub-clause 8.2 of SABS 1200 D of surplus and/or unsuitable material disposed of, on the instruction of the Engineer, at a spoil site or spoil sites provided by the Contractor.

The tendered rate shall include full compensation for the additional cost of providing a spoil site or other means of disposing of surplus spoil material, for transporting the material regardless of the distance involved, for acceptance charges for such material and for all other incidental costs to dispose of the spoil material."

**PSD9.1.5** PSD8.3.16 Extra over item PSD 8.3.3 above for:

- (1) Soilcrete backfill where directed by the Engineer ..... Unit: m<sup>3</sup>

The unit of measurement shall be the cubic meter of soilcrete placed on the Engineer's instructions in accordance with sub-clause PSDB 3.5(d), measured in place according to the authorized dimensions.

The tendered rate shall include full compensation for supplying the cement and for selecting, mixing and placing the soilcrete as well as for the cost of shuttering if required."

**PSDB EARTHWORKS (PIPE TRENCHES)****PSDB1 CONSTRUCTION****PSDB1.1 Precautions****PSDB1.1.1 Existing Services (Sub-Clauses 5.1.4)**

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

Where an unknown existing service is damaged during construction, and the Engineer orders that the Contractor should undertake the repair of such service, then such repair will either be measured and paid as dayworks or alternatively as a contractual variation in terms of Clause 6.3 of the General Conditions of Contract.

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

**PSDB1.1.2 Special Water Hazards (Sub-Clause 5.1.2.2)**

Where ground water is present during construction to such an extent that, in the opinion of the Engineer, it would hamper the placing and consolidation of the granular or concrete bedding, as the case may be, or would cause buoyancy of the pipes, the Engineer may order the provision of a drain in the bottom of the trench to assist with dewatering during the construction and until the trench has been backfilled to such an extent that buoyancy of the pipeline will be prevented.

The drain shall be constructed over the full width of the trench as follows:

- Place filter cloth (Kaytech A4 or similar) to cover the trench bottom and part of the vertical trench sides.
- Place and compact 300mm thick 13mm crushed stone bedding.
- Cover the stone bedding with the installed filter cloth to a minimum overlap of 300mm.

At points designated by the Engineer, sumps shall be formed from which ground water can be pumped to maintain the water table below the pipe bedding level. The Contractor shall, if instructed, establish on site, operate and remove on completion, a dewatering pump of 10 l/s minimum capacity as per the requirements of Item 8.3.4(b) of 1200 DB. Lengths of trench opened at any one stage shall be limited by the dewatering capacity of the pump.

**PSDB1.2 TRENCH WIDTHS (Sub-Clauses 4.1 and 5.2)**

Trenches in general shall not exceed the widths laid down in Sub-Clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive

bedding which may be required as a result of the additional trench width.

**PSDB1.3 EXCAVATION (Sub-Clause 5.4)**

**PS DB 1.3.1 CLASSES OF EXCAVATION**

Substitute DB 1.3 with the following:

**METHODS OF CLASSIFYING**

PS DB 1.3.1.1 Save and except in respect of those portions of the Works, which are specified in Portion 1 of the Project Specification to be executed utilising Labour Intensive Construction Methods, the Contractor may use any method he/she chooses to excavate any class material, but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will determine the classification of the materials.

PS DB 1.3.1.2 The classification will be based on the specified construction methods, inspection of the material to be excavated and on the criteria given in PS DB 3.2 below, as applicable.

PS DB 1.3.1.3 Where the utilisation of Labour Intensive Construction Methods is specified in Portion 1 of the Project Specification for certain classes of excavation only, the material for those classes of material to be excavated using Labour Intensive Construction Methods will be classified in terms of PS DB 3.2.1 and for those classes of excavation which are not required to be executed by Labour Intensive methods, classification will be based on the criteria given in PS DB 3.2.1 (i.e. Where it is specified that the excavation of soft materials only shall be executed using Labour Intensive Construction Methods, the classification of the soft material to be so excavated will be based on the criteria given in PSDB 3.2.2.(a) and the Contractor will be required to excavate all such soft material by Labour Intensive Methods. However when the materials is classified in terms of PS DB 3.2.2(b) to be "intermediate" and is thus no longer required to be excavated using Labour Intensive methods, the classification of the material not required to be excavated using Labour Intensive methods will be based on the criteria given in PS DB 3.2.1 (thus a material classified as "intermediate" in terms of PS DB 3.2.2(b) may in terms of PS DB 3.2.1 be deemed to be "soft" and will be measured and paid as such under such circumstances.)

PS DB 1.3.1.4 All tools and equipment referred to in PS DB 3.2 shall be in good mechanical and operational condition.

PS DB 1.3.1.5 "Efficiently" as used in PS DB 3.2.2(a) – (c) shall be taken to mean "in a manner that can be reasonable expected of a Contractor, having regard to the production achieved"

PS DB 1.3.1.6 The classification of material other than "soft excavability" shall be agreed upon before such excavation may commence.

PS DB 1.3.1.7 The Contractor shall immediately inform the Engineer if and when the nature of material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to classify, at his discretion, such excavated material.

**PS DB 1.3.2 CLASSES OF EXCAVATION**

Add the following to new sub-clause:

**PS DB 1.3.2.1 Classes of excavation where Labour Intensive Construction Methods are NOT specified**

The excavation of material will, in the case of work which is NOT required in terms of the Contract to be executed utilising Labour Intensive Construction Methods, be classified according to SABS 1200 D for the purpose of measurement and payment.

**PS DB 1.3.2.2 Classes of excavation where Labour Intensive Construction Methods are specified**

The excavation of material will, in the case of work, which is required in terms of the Contract to be executed, utilising Labour Intensive Construction Methods, be classified as follows for purposes of measurement and payment:

a) Soft and or Pickable excavation

Pickable and or Soft excavation shall be excavation, including the excavation of boulders not exceeding 0.04 m<sup>3</sup>, in material that can be excavated and removed from the excavation by an average able bodied labourer or group of such labourers, at a rate of not less than 1.0 m<sup>3</sup> and not more than 2.5 m<sup>3</sup> per 9.25 hour working day per labourer, using only picks, "gwalas", shovels and similar hand tools.

b) Intermediate excavation

Intermediate excavation shall be excavation (excluding soft excavation) in material which requires ripping or loosening by mechanical means prior to removal of the loosened material utilising the method as described in PS DB 3.2.2(a).

c) Hard rock excavation

Hard rock excavation shall be excavation of un-decomposed boulders exceeding 0.04 m<sup>3</sup> and excavation in solid rock occurring in bulk or in banks or ledges, which requires loosening or breaking up by drilling, wedging, splitting or blasting or by other approved quarrying methods, prior to being excavated and removed from the excavation utilising only picks, "gwalas", shovels and similar hand tools.

(NOTE: Such excavations generally include materials such as formations of un-weathered rock that can be removed only after blasting)

d) Machine Class Material

Machine Class Material shall be all material other than Class 1 Material 'Hard Rock'. This material shall be removed by means of mechanical excavators with an operating weight of not less than 20t and a engine power of not less than 100 kW.

Prior to commencement of excavation in a particular area or pipeline sub-route, the Contractor shall dig trial holes at a rate of one per 100m of trench to ascertain whether the material is suitable to make hand labour excavation a practical alternative. The local labour will be consulted and the Contractor shall, after consultation with the labour and Engineer, direct which method of excavations shall be used on a particular section of the pipeline. If hand labour methods are to be applied, then the excavation shall be paid for under items 'Pickable/Soft Material', 'Intermediate Material' and or 'Hard Rock Material'.

If the proportion of Intermediate and Hard Rock material is too high at a hand excavated area, then the excavation shall be paid for under item 'Machine Class Material' and 'Hard Rock Material'.



The Engineer may, after consultation with the Contractor, direct the method if he believes that the Contractor is not acting in the interest of the local labour.

Provisional quantities have been included in the schedules.

#### **PSDB1.4 TRENCH BOTTOMS (Sub-Clause 5.5)**

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

Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Engineer may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Engineer in each particular case, at the cost of the Employer. Backfill other than concrete, shall be placed in layers of 100mm uncompacted thickness, each layer thoroughly compacted to the entire satisfaction of the Engineer, to provide adequate support for the pipe bedding to be placed on top of it.

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Engineer in each particular case.

#### **PSDB1.5 DISPOSAL OF EXCAVATED MATERIAL (Sub-Clauses 5.6.3 and 5.6.4)**

All surplus or unsuitable materials arising from excavation shall be spoiled and spread within or adjacent to the Site of the Works or when ordered by the Engineer be spoilt at a spoil site established by Contractor.

#### **PSDB1.6 FREEHAUL AND OVERHAUL (Sub-Clause 5.6.8)**

All haul shall be considered as freehaul and no payment will be made for haul.

### **PSDK GABIONS AND PITCHING**

#### **PSDK1 MATERIALS**

##### **PSDK 1.1 Stone (Sub-Clause 3.2.1)**

*Replace the contents of table 2 with the following:*

"TABLE 2 SIZE AND MASS OF INDIVIDUAL STONES FOR PITCHING

1	2	3	4
Size/mass of	Thickness of pitching	Least dimension	Mass kg, min

pitching	mm, min	mm, min	
Extra heavy	600	300	180
Heavy	400	190	50
Medium	300	150	27
Light	200	110	11

**PSDK2 CONSTRUCTION****PSDK2.1 Grouted pitching**

*Replace the words "(table 4)" in the second line of the first paragraph with "(table 2)".*

**PSDM EARTHWORKS (Roads, subgrade)****PSDM1 MATERIALS****PSDM1.1 Classification for Placing Purposes****PSDM1.1.1 Selected layer (Sub-Clause 3.2.3)**

*Replace the contents of this sub-clause with the following:*

"The following requirements shall apply in respect of the selected layer:

(a) Maximum particle size: 60% of compacted layer thickness

(b) Unstabilized selected layer

(i) Upper selected layer

Minimum CBR at 93% of modified AASHTO density: 15

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

(ii) Lower selected layer

Minimum CBR at 90% of modified AASHTO density: 7

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

(c) Stabilized selected layer

Minimum grading modulus of natural material: 0,75

UCS of stabilized material 300 kPa - 500 kPa at 93% of modified AASHTO density

Maximum PI for stabilized material: 10"

## **PSDM2 CONSTRUCTION – METHODS AND PROCEDURES**

### **PSDM2.1 Cut and Borrow**

#### PSDM2.1.1 Use of material (Sub-Clause 5.2.2.3)

*Add the following paragraph:*

"(e) Commercial sources

The provisions of sub-clause PSD 5.2.2.5 of SABS 1200 D as amended shall apply."

#### PSDM2.1.1 Catchwater mounds and channels and mitre banks and channels (Sub-Clause 5.2.2.6)

*Add the following sentence:*

"Catchwater mounds and mitre banks shall be compacted to a minimum density of 90% of modified AASHTO density."

### **PSDM2.2 Treatment of the road-bed**

#### PSDM2.2.1 Removal of suitable ground (Sub-Clause 5.2.3.2)

*Replace the second sentence of paragraph (a) with the following:*

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

*Add the following sentence to paragraph (b):*

"Unsuitable excavated material will be paid for as cut to spoil."

#### PSDM2.2.2 Treatment of road-bed (Sub-Clause 5.2.3.3)

*Add the following paragraph:*

"(c) Three-pass roller compaction

Any portion of the roadbed that is shown on the Drawings or is specified or is directed by the Engineer to be given three-pass roller compaction because of its inadequate natural density, shall be prepared by shaping where necessary and compacting with a roller, complying with the requirements specified below.

Compaction shall comprise three complete coverages by the wheels of the specified roller over every portion of the area that is being compacted. While it is not the intention that the Contractor should apply water to the roadbed for this type of compaction, and while no rigid moisture control will be

exercised during compaction, the Contractor shall nevertheless satisfy the Engineer that everything is being done to take full advantage of favourable soil moisture conditions during the rainy season, and that such compaction is as far as possible carried out when the roadbed is neither excessively dry nor excessively wet.

The Engineer has the authority to decide when conditions are favourable for compaction and where such compaction is to be carried out at any particular time, and he has the right to instruct the Contractor to water the roadbed at the Contractor's expense when, in the opinion of the Engineer, the Contractor failed, neglected or refused to comply with these requirements.

The rollers to be used for roller-pass compaction shall conform to the following requirements:

Grid roller: The grid roller shall have a mass of not less than 13,5 t when ballasted, shall be loaded to this mass if required, and shall be moved at a speed of not less than 12 km/h.

Vibratory roller: The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 kN/m width for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h."

### **PSDM2.3 Selected layer (Sub-Clause 5.2.5)**

*Replace the contents of this sub-clause with the following:*

"Except with regard to density, the requirements of sub-clause 5.2.4 shall apply. The degree of compaction shall be:

Upper selected\*

Selected\* : 93% of modified AASHTO density

### **PSDM2.4 Gravel surfacing (Sub-Clause 5.2.6)**

*Replace the third sentence of this sub-clause with the following:*

"The relevant requirements in sub-clause 5.2.4.2 shall apply, except that the material shall be compacted to 93% of modified AASHTO density."

### **PSDM2.5 Transport (Sub-Clause 5.2.8)**

*Replace the contents of this sub-clause with the following:*

"The provisions of sub-clause PSD 5.2.5 of SABS 1200 D, as amended, shall apply."

## **PSDM3 TESTING**

### **PSDM3.1 Routine Inspection and Testing (Sub-Clause 7.3)**

*Replace table 2 and the contents of sub-clause 7.3.2 with the following:*

"**PSDM 7.3.2**The dry density requirements for a particular lot of selected layer or wearing course shall be deemed to be satisfied if the average density and the results of individual tests meet the requirements specified in table 2 below. Refer to sub-clause PSD 7.2 for the requirements for fill.

TABLE 2 - DENSITIES

1	2	3	4	5
Layer	Specified density (% of modified AASHTO density)	Number of tests per lot	Average density, %	Minimum density for any single test, %
Upper selected* or selected layer* and gravel wearing course*	93	3 and 4 5 6	93,1 93,4 93,6	89,4 89,2 89,0

**PSDM4 MEASUREMENT AND PAYMENT****PSDM4.1 Computation of quantities**

*Replace sub-clauses 8.2.1 to 8.2.3 (inclusive) with the following:*

"PSDM 8.2.1 The provisions of sub-clause 8.2.1 of SABS 1200 D shall apply.

PSDM 8.2.2 The provisions of sub-clause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.2.3 The provisions of sub-clause 8.2.2 of SABS 1200 D shall apply."

PSDM4.1.1. Verifying quantities (Sub-Clause 8.2.5)

*Replace the first sentence with the following:*

"Before any earthworks are commenced but after completion of any site preparation, the Engineer will, upon a written request from the Contractor, provide cross-sections for the purpose of measurement of earthworks quantities."

**PSDM4.2 Scheduled items**PSDM4.2.1 Treatment of roadbed (Sub-Clause 8.3.3)

- (a) Roadbed preparation and compaction of material to

*Add the following:*

"The unit of measurement shall be the cubic meter of material re-compacted as specified and the volume shall be determined from levelled cross-sections on which are superimposed the levels to which the roadbed is to be constructed. When material is imported to make up the required volume, such material will be paid for as cut or borrow to fill as relevant."

PSDM4.2.2 Cut to fill, borrow to fill (Sub-Clause 8.3.4)

*Replace the last sentence of this item with the following:*

"The unit of measurement shall be the cubic meter of fill and the volume will be calculated in accordance with the authorized dimensions of the embankment and levelled cross-sections.

The tendered rates shall include full compensation for excavating the material as if in soft material, for selecting, loading, transporting for the free-haul distance, off-loading, watering, mixing and compacting the material as specified. Borrow to fill in this item relates to material from designated borrow areas (provided by the Employer).

Where it is required that material be obtained from commercial sources, payment for procuring the material will be made under item PSDM 8.3.17."

**PSDM4.2.3 Selected layer compacted to 93% of modified AASHTO maximum Density (Sub-Clause 8.3.5)**

*Replace the heading and the contents of this item with the following:*

"PSDM 8.3.5 Selected layer using material from commercial sources:

- (a) Compacted to 90% of modified AASHTO density .....Unit: m<sup>3</sup>
- (b) Compacted to 93% of modified AASHTO density .....Unit: m<sup>3</sup>

The unit of measurement shall be the cubic meter and the quantity will be calculated from the authorized dimensions of the compacted layer.

The tendered rates shall include full compensation for excavating the material as if in soft material for loading, transporting for the free-haul distance, off-loading, spreading, watering, mixing, breaking down and compacting the layer."

**PSDM4.2.4 Cut to spoil or stockpile from (Sub-Clause 8.3.7)**

*Replace the heading with the following:*

"PSDM 8.3.7 Cut to spoil from"

**PSDM4.2.5 Overhaul**

*Replace this item with the following:*

"PSDM 8.3.12 Overhaul

Delete this item as no overhaul will be paid on material for the purposes of this Contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts."

**PSDM4.2.6 Final finishing and cleaning up of the site of the works**

*Add the following item:*

"PSDM 8.3.18 Final finishing and cleaning up of the site of the works .....Unit: sum

The tendered sum shall include full compensation for the clearing, disposal of material, finishing,

tidying and all other work required to finish and clean up the Site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing stormwater inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor.

The tendered rate shall make provision for the reinstatement of existing driveways to their original condition where these have been affected by the works, as these items will not be measured and paid for separately."

PSDM4.2.7 PSDM 8.3.19 Extra over items 8.3.4, 8.3.5 and 8.3.16 for obtaining material from commercial sources..... Unit: m<sup>3</sup>

*Add the following new item:*

The tendered rate shall include full compensation for the additional cost of finding a suitable source of material, for procuring the material and paying all royalties or other charges to the owner of the source, for transporting the material to the point of use regardless of the distance hauled and for excavating in intermediate, hard or boulder material as required.

Items PSDM 8.3.6, PSDM 8.3.12 and PSDM 8.3.14 do not apply to material obtained from commercial sources.

**PSG CONCRETE (STRUCTURAL)****PSG1 SCOPE (Sub-Clause 1)**

This specification covers the requirements for all water-retaining structural concrete for civil engineering work.

**PSG2 INTERPRETATIONS****PSG2.1 Definition (Sub-Clause 2.3)**

For purpose of this variation to the Standard Specification, all reinforced concrete structures at the Kinira Drift Water Treatment Works will be regarded as water-retaining structures unless stated otherwise in the Project Specification or on the Drawings.

**PSG2.2 Explanation of Terms****PSG2.2.1 Exposure Conditions**

For the purpose of this Specification, water-retaining structures shall be deemed to be classified under clause 2.4.1.3 (severe conditions) as specified in SABS 1200 G unless specified otherwise in the project specification.

**PSG3 CEMENT****PSG3.1 Applicable standards (Sub-Clause 3.2.1)**

All cementitious material used in concrete shall comply with the following standards, as relevant:

***Common cements***

SABS ENV 197-1:1992 *Cement B composition, specifications and conformity criteria B Part 1: Common cements*

***Cement extenders***

SABS 1491: Part I-1989 *Ground granulated blast furnace slag*

SABS 1491: Part II-1989 *Fly ash*

SABS 1491: Part III-1989 *Condensed silica fume*

**PSG3.2 Alternative types of Cement (Sub-Clause 3.2.2)**

Only CEM II B-V shall be used in water retaining structures. The target Fly Ash content shall be 25-30%.

Other types of cementitious material may be used only if specifically approved by the Engineer.

**PSG4 AGGREGATES (Sub-Clause 3.4)**

*The following additional requirements shall be applicable to water retaining structures:*

**PSG4.1 Fine Aggregate**

Samples of the proposed fine aggregate shall be submitted to the Engineer for his approval before



use.

The Contractor shall submit a sieve grading analysis to the Engineer for approval and if unacceptable, the Contractor shall offer another sample and grading for approval, or may blend aggregate from different sources and submit the blend for approval.

The water demand of the fine aggregate shall not exceed 195 l/m<sup>3</sup>.

Fine aggregate shall be stored on a concrete surface and washed sand shall be allowed to drain for at least 24 (twenty-four) hours before use. The Engineer may require the Contractor to test the sand daily (or more frequently if necessary) for moisture content, impurities and grading before use.

#### **PSG4.2 Coarse Aggregate**

The voids ratio of the coarse aggregate shall not exceed 47 % (forty-seven per cent). Single sized aggregates shall be stored on a concrete surface in separate stock piles, according to size. The proportions of the various single sized aggregates required for the various portions of the work shall be submitted by the Contractor for the Engineer's approval.

### **PSG5 CONSTRUCTION**

#### **PSG5.1 Reinforcement**

*The following additional requirements shall be applicable to water retaining structures:*

##### **PSG5.1.1 Fixing (Sub-clause 5.1.2)**

The use of plastic spacer blocks will not be allowed. Concrete spacer blocks, of same mix design as the strength concrete, shall be used.

"The Engineer will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences.

Welding of reinforcing steel will not be permitted."

##### **PSG5.1.2 Cover (Sub-clause 5.1.3)**

In water retaining structures the exposure condition of a reinforcing bar closest to the face in direct contact with water or soil backfilling, shall be classified as severe.

It should be noted that in some water retaining structures only one face of the structural elements will be in contact with water.

The nominal concrete cover is generally 50 mm, unless otherwise specified on the Drawings.

The soffit of a slab suspended above the water (e.g. a reservoir roof) will be treated as being in contact with the water for the purpose of determining the cover.

#### **PSG5.2 Concrete**

PSG5.2.1 Strength concrete (Sub-Clause 5.5.1.7)

It is a requirement that the Contractor employ the services of an approved specialist to recommend design mixes compatible with the Specification. The preferred specialist shall confirm in writing:

(a) T  
he proposed concrete mix is suitable for water retaining structures with aggressive (waste) water being retained;

(b) T  
he proposed concrete mix is of grade 35/19 (minimum).

No concrete shall be placed until the Contractor's concrete mix design has been approved by the Engineer. The Contractor shall submit to the Engineer a statement of the mix proportion proposed, together with a report from an approved testing laboratory, showing the 28 day concrete strength obtained when using the materials proposed for the work.

The strength determinations shall be based on not less than three concrete test specimens.

When the Contractor can furnish reliable test records of concrete of a quality at least equal to that specified, having been made with materials from the same sources and of the same qualities as he proposes to use, the Engineer may waive all or part of the strength tests required in the above paragraph.

The preparation of the 150 mm test cube specimens and the sampling techniques shall be in accordance with the relevant SABS specification.

Concrete for water retaining structures shall be class (min) 35MPa/19mm concrete and shall have a cement/water ratio not less than 2.2 and a cement content of 420 kg/m<sup>3</sup>.

Admixtures may be used to increase the workability of the concrete but only with the express approval of the Engineer and when the details of the active ingredients of the admixture and their effects are supplied to the Engineer for approval before use. No additives likely to impair low permeability of the concrete will be approved. Calcium chloride or admixtures containing chlorides may not be used in concrete for water retaining structures. Other admixtures and constituents may only be used with the approval of, or as specified by the Engineer.

PSG5.2.2 Placing (Sub-Clause 5.5.5)

Panels between construction joints shall be cast alternatively.

PSG5.2.3 Construction Joints (Sub-Clause 5.5.7)

The following additional requirements shall be applicable to water retaining structures:

The Engineer may allow the Contractor to cut an additional straight construction joint if it is possible without prejudicing the water tightness of the structure. The additional construction joint shall be sealed with the same seal that is specified for planned construction joints at the expense of the

Contractor.

Construction joints in reinforced concrete walls, embankments, etc. shall consist only of horizontal joints. If under abnormal conditions a vertical construction joint is unavoidable it may only be constructed with the approval of the Engineer.

Construction joints shall only be placed at intervals shown on the drawings or as directed by the Engineer. The exact position of construction joints shall be marked on the formwork in order to obtain truly horizontal joints.

#### *Preparation of Surface*

Prior to placing any further concrete the joint must be clean, damp and free of laitance. During the period when the concrete is still green, all loose material shall be removed, without disturbing the aggregates, by light brushing. Where this is not possible, or if the concrete has already set, the surface film shall be removed by mechanical means appropriate to the degree of hardness of concrete so as to expose the aggregate over the entire surface and leave a sound, irregular surface.

#### *Before Placing Concrete*

Where the concrete of the previous lift is more than 3 days old, it shall be kept continuously wet before the mortar and fresh concrete is placed.

On all construction joints the following steps shall be taken after the surface has been prepared and at the most, 30 minutes before placing the concrete:

- (i) Remove all surface water with an air hose and dry sprinkle waterproofing additive (Vandex Premix or similar approved) at 9,8 kg per m<sup>2</sup>.
- (ii) Place a layer of approximately 10 mm thickness consisting of cement, sand and water mixed in the same proportions as used in the concrete.
- (iii) Place concrete within 30 minutes.

#### PSG5.2.4 Curing and Protection (Sub-Clause 5.5.8)

SABS 1200 G Clause 5.5.8 will be deleted for the purpose of this Specification and replaced with the following:

“All concrete other than blinding concrete shall be maintained continuously saturated for at least ten days or as directed on the drawings immediately after placement or after stripping formwork in the case of walls, by methods which shall receive the prior written approval of the Engineer if different from the following:

- a) For floors

Ponded water with a minimum depth of 30 mm.

- b) For Columns and Walls

Continuously saturated heavy jute sacking or other approved absorbent material maintained in contact with the concrete surface by fastenings spaced at not more than 2 m centres.

- c) For Floors and Columns

Covering the previously saturated surfaces with approved plastic sheets maintained in contact with the concrete surface and with all edges and joints sealed by methods approved by the Engineer.

Where the ambient temperature is below 4°C the curing period of 10 days or as directed on the drawings, will be extended by 72 hours.

Newly cast concrete sections shall not be used for supporting loaded wheel-barrows, monorails, material or scaffolding, etc., until permission is obtained from the Engineer.”

#### PSG5.2.5 Adverse Weather Conditions (Sub-Clause 5.5.9)

(a)

*oncreting in cold weather*

C

During cold weather no material having a temperature below 5 ° C shall be used for making concrete.

No concrete shall be placed when the ground or air temperature is below 2° C or if the ground or air temperature is likely to fall below 2° C within 6 (six) hours of placing the concrete.

The temperature of placed concrete shall not be allowed to fall below 5 ° C until the concrete has attained a strength of at least 5 Mpa, and the Contractor shall be responsible for all the necessary protective measures to ensure this. All concrete that has been damaged by frost or by the formation of ice in the concrete shall be removed and replaced by the Contractor at his own expense.

(b)

*oncreting in hot weather*

C

During hot weather, the temperature of the concrete, as placed, shall not exceed 30°C. The Contractor shall ensure that the placing of the fresh concrete does not exceed the ambient temperature by more than 5°C. Where necessary this shall be accomplished by shading aggregate stockpiles, shading or insulating water pipes and water storage tanks.

#### PSG5.2.6 Concrete Surfaces (Sub-Clause 5.5.10)

(a)

ood-Floated Finish

W

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in Sub-Clause 5.5.10.1 of SABS 1200 G after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood-floated,

either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

(b)  
teel-Floated Finish

S

Where steel is specified or scheduled, the surface shall be treated as specified in PSG6.1 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

(c) Power-Floated Finish

Where power floating is specified or scheduled, the surface shall be treated as specified in PSG6.1 except that the screeded surface shall be power-floated to produce a high quality dense, smooth, uniform surface free from trowel marks.

## **PSG9 MEASUREMENT AND PAYMENT**

### **PSG9.1 Measurement and Rates**

#### **PSG9.1.1 Formwork** (Sub-Clause 8.1.1)

*Delete "or splays over 20 mm x 20 mm" from the first line of paragraph 8.1.1.2.*

*Add the following to paragraph 8.1.1.2:*

"Splays up to and including 25 mm x 25 mm will not be measured separately and will be deemed to be included in the formwork costs."

*Add the following paragraphs:*

"8.1.1.7 For construction joints at kickers, all additional costs for formwork to edges up to 300 mm high will be deemed to be included in the rates tendered for vertical formwork to sides of walls and will not be measured separately in narrow widths.

8.1.1.8 No formwork will be measured to edges of blinding layers under structures, and the cost thereof (if needed) will be deemed to be included in the rates tendered for concrete in blinding layers.

8.1.1.9 Back-shuttering or formwork to top revealed surfaces of sloping or conical formwork will only be measured to surfaces of over 40° and up to 85° to the horizontal.

8.1.1.10 Formwork to horizontal surfaces in pump stations, valve chambers, manholes or sumps can either be removed through the manhole cover opening or the Contractor may use permanent formwork at his own cost as no claims in this regard will be considered."

### **PSG9.2 Scheduled Concrete Items**

#### **PSG9.2.1 Strength concrete** (Sub-Clause 8.4.3)

*Add the following after the last sentence:*

"In the case of structural floor screeds, the unit of measurement shall be the square meter and the average thickness and proportions will be stated."

*Replace "Unit: m³" With "Unit: m³, m²"*

PSG9.2.2 Unformed surface finishes (Sub-Clause 8.4.4)

(b) Steel-floated finishes

*Add the following sub-item:*

- "(i) Extra over subitem (b) for special finishing tolerances to top of outside ringwalls as specified..... Unit: m²

The quoted rate shall include full compensation for the additional cost of finishing the ringwalls to closer tolerances as specified on the Drawings and in clause PSG 6.2.3 (i)."

**PSG9.3 Joints (Sub-Clause 8.5)**

*Replace "Unit: m" with "Unit: m or m²".*

**ADD THE FOLLOWING ITEMS:**

**"PSG9.4 PSG8.9 Miscellaneous work other than metalwork..... Unit: as scheduled**

Separate items will be scheduled for each type of miscellaneous work.

The tendered rates shall include full compensation for providing all labour, materials and equipment required to carry out the work, for all preparatory work, for constructing the work scheduled in a workmanlike manner and for finishing off and cleaning up when the work has been completed.

**PSME SUBBASE**

**PSME1 MATERIALS**

**PSME1.1 Physical Properties**

PSME1.1.1 Subbase material (Sub-Clause 3.2.1)

*Replace the contents of paragraph (a) with the following:*

- "(a) The maximum particle dimension of the gravel shall not exceed 63 mm."

*Replace the contents of paragraph (d) with the following:*

- "(d) The CBR at specified density shall be 45 for unstabilized material as well as for stabilized material prior to stabilization."

*Delete paragraph (e).*

PSME1.1.2 Gravel shoulder and gravel wearing course material (Sub-Clause 3.2.2)

*Replace the contents of this sub-clause with the following:*

"The material used for gravel shoulders and gravel wearing course shall comply with the following:

- (a) The PI shall not be less than 6 and not more than  $(3 \times GM) + 10$ .
- (b) The maximum particle dimension of the gravel shall not exceed 40 mm.
- (c) The CBR shall be greater than 15 at 93% of modified AASHTO density."

## **PSME2 CONSTRUCTION**

### **PSME2.1 Excavations**

PSME2.1.1 Borrow pits (Sub-Clause 5.2.2)

*Insert the words "designated by the Engineer and" between the words "pits" AND "established" in the first line.*

## **PSME3 MEASUREMENT AND PAYMENT**

### **PSME3.1 Basic Principles**

*Insert a semicolon in the first line of paragraph (b) after the words "will be paid for once only" and delete the rest of the paragraph.*

*Amend paragraph (d) as follows:*

"(d) that, in the case of material from a commercial source or from borrow pits selected by the Contractor, no additional payment will be made for the class of excavation, method of processing (except stabilizing), or overhaul."

### **PSME3.2 Scheduled Items**

PSME3.2.1 Construct the subbase course/shoulders/gravel wearing course with material from designated excavations (Sub-Clause 8.3.2)

*Replace the contents of sub-item (a) with the following:*

"The rate for (a) shall include full compensation for excavating and selecting subbase material, for loading and transporting the material within the free-haul distance, and for either placing the material on the road or stockpiling the material for later use. When material is stockpiled, the rate shall include compensation for shaping and grading the stockpile so that it is free-draining."

PSME3.2.2 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources or designated borrow areas (Sub-Clause 8.3.3)

*Replace the heading of this item with the following:*

"PSME 8.3.3 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources"

*Add the following paragraph:*

"This item shall also apply to the construction of subbase course/shoulders/gravel wearing course with material from borrow pits selected by the Contractor."

## **PSMF    BASE**

### **PSMF1    MATERIALS**

#### **PSMF1.1    Physical and Chemical properties**

##### PSMF1.1.1 Natural gravel (stabilized or unstabilized) (Sub-Clause 3.3.1)

*Replace the contents of paragraph (a) with the following:*

"(a) The maximum particle dimension of the gravel shall not exceed 63 mm."

### **PSMF2    CONSTRUCTION**

#### **PSMF2.1    Processing**

*Replace this sub-clause with the following:*

"PSMF 5.3    Chemical Modification

The base material shall be prepared, broken down and spread. Cement complying with the requirements of SABS 824 shall then be spread over the prepared base material at a rate of 3,0%. The materials shall then be mixed dry using road graders, ploughs and other suitable equipment until the lime is mixed thoroughly and uniformly with the base material. The mixed material shall then be watered, mixed and lightly compacted.

After 24 hours have elapsed the material shall be ripped, worked in the normal manner and compacted to 98% of modified AASHTO density."

#### **PSMF2.2    Transport**

*Replace the contents of this subclause with the following:*

"All movement of material will be considered as free-haul. No haulage cost will be paid."

### **PSMF3    MEASUREMENT AND PAYMENT**

#### **PSMF3.1    Scheduled Items**

##### PSMF3.1.1 Construct base with material from commercial sources (Sub-Clause 8.3.3)



*Replace the title of item 8.3.3 with the following:*

"PSMF 8.3.3 Construct base course with material from commercial sources and compact to 86% of apparent density"

PSMF3.1.2 Process base material by the following processes, as relevant, and use in base (applicable to 8.3.1 or 8.3.2 or both):

*Add the following subitem:*

"(e) Process base material by chemical modification (applicable to item 8.3.1)..... Unit: m<sup>3</sup>

The tendered rate shall include full compensation for the chemical modification as specified, including all labour, transport, etc. The modifying agent will be paid for under item PSMF 8.3.8."

**SECTION 9300 ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION****CONTENTS**

B9301	SCOPE
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**B9301 SCOPE**

This specification covers the requirements for the effective implementation of an Environmental Management Plan. The purpose of the Environmental Management Plan is to translate environmental policy into practise by putting in place workable systems, structures and tools to achieve integrated and consistent environmental management of all environmental initiatives.

**B9302 INTERPRETATIONS****B9302.1 Supporting Documents**

Where this specification is required for a project, the following documents shall inter-alia be read in conjunction with this specification:

- (a) Statutory requirements of the Environment Conservation Act (Act No 73 of 1989) - ECA
- (b) Statutory requirements of the National Environmental Management Act (Act No 107 of 1998) – NEMA
- (c) Statutory requirements of the Mineral and Petroleum Resources Development Act (MPRDA), Act 28 of 2002.

**Note 1 :** In the KwaZulu Natal Province, the ECA and NEMA fall under the authority of the Department of Agriculture, Environmental Affairs and Rural Development (DEARD), whilst the MPRDA falls under the authority of the Department of Minerals and Energy (DME).

**Note 2 :** Environmental Management Plans (EMP's) relating to road maintenance programmes need to be authorised by the DME in accordance with the requirements of the MPRDA.

**B9302.2 Applications**

The provision of this specification shall apply in respect of all Contractors, Subcontractors or any of their site personnel, workforce or suppliers, who are engaged in the execution of the works.

**B9303 OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Management Plan is intended primarily as a management tool for the Municipality, the Consulting Engineers, the Contractor and his Subcontractors.

The Environmental Management plan outlines structures and procedures to be implemented by the Contractor and his Subcontractors to minimise and manage potential negative environmental impacts which the Contractor's construction activities might have on the receiving environment.

#### **B9304 RESPONSIBILITIES OF THE CONTRACTOR**

The Engineer shall on commencement of the Project appoint an Environmental Control Officer (ECO) who, in addition to his normal duties, shall have direct responsibility for the implementation and monitoring of the Environmental Management Plan.

The ECO shall liaise with the Engineer and the Contractor, in order to ensure effective implementation of the Environmental Management Plan. The co-operation of the Contractor will be crucial and the ECO shall delegate responsibility for the Environmental Management Plan, through the Engineer to the Contractor.

The Contractor shall be required to submit a detailed Method Statement, outlining how is construction activities will comply with the prescribed procedures of the Environmental Management Plan, to the Environmental Controller for approval.

Specific responsibilities of the Contractor include:

- (i) Identifying procedures applicable to the activities he controls.
- (ii) Compiling Method Statements to meet the procedures and targets.
- (iii) Submitting Method Statements to the Environmental Controller for approval.
- (iv) Devising a system for monitoring compliance with Method Statements and procedures.
- (v) Identifying environmental training needs and implementing the environmental awareness training program commissioned by the Environmental Controller.
- (vi) Implementing corrective and preventative actions recommended by the Environmental Controller.
- (vii) Review of Environmental Management Plan implementation and effectiveness at weekly site meetings (with the Environmental Controller).
- (viii) Ensuring weekly audits of the Environmental Management Plan.

Should the Engineer be of the opinion that the Environmental Management Plan and the conditions of the Method Statement are not being adhered to and the appropriate corrective action is not being implemented, the Engineer, advised by the Environmental Controller, shall be at liberty to instruct to the Contractor to cease the related operations until the Contractor complies with the relevant requirements. The Contractor shall not be entitled to any extension of time for such stoppages.

#### **B9305 RESPONSIBILITIES OF THE ENVIRONMENTAL CONTROLLER**

The Environmental Controller will be responsible for the practical implementation and monitoring of the Environmental Management Plan and he shall report directly to the Engineer in this regard. The Environmental Controller shall on a daily basis inspect and monitor operations on and off site and shall take the necessary action where required to ensure compliance with the requirements of the Environmental Management Plan. The Environmental Controller shall attend all regular site Works meetings for reporting, discussing and reviewing the performance of the Environmental Management Plan (which shall be a standard item on the agenda) and, in addition, shall meet with the Contractor on a weekly basis for the same purpose.

#### **B9306 METHOD STATEMENTS**

The Contractor shall be required to submit Method Statements to the Environmental Controller outlining proposed construction activities, phasing and procedures and methods to comply with the targets stipulated in the Environmental Management Plan. Method Statements shall, where applicable, include Site Establishment Drawings with sufficient detail to assess the potential impact of the site facilities or to assess the degree of safeguarding provided against pollution.

Method Statements shall indicate how the procedures will be applied in order to meet the relevant targets and are central to the proper implementation of the environmental Management Plan. It is anticipated that in addition to assessing the systems and performance of the Environmental Management Plan, the external audit will scrutinise the formulation of, and adherence to "Method Statements" in some detail.

Method Statements must be submitted at least 10 days prior to the proposed commencement of related activities and must be approved by the Environmental Controller, in consultation with the Engineer. The Environmental Controller shall keep copies of these Method Statements and letters of approval (including conditions attached) in a Method Statement file.

Any deviations from the approved Method Statements must be submitted to the Environmental Controller for approval and any amendments submitted to the Engineer.

#### **B9307 EXTERNAL AUDITING AND EVALUATION**

In order to ensure that the Environmental Management Plan is effectively implemented, it is important that regular external audits of the Environmental Management Plan are conducted. The Engineer shall arrange that these external audits do take place and that a system for addressing any problems identified during these audits, is formulated. The relevant documentation shall be kept and shall be available to the public.

#### **B9308 ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING**

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed at closure and during the defects liability period:

- (a) All cleared sites are rehabilitated with indigenous grass material
- (b) All visible alien plants are removed from disturbed sites.
- (c) All recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.
- (d) All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.
- (e) Rehabilitate all borrow pits on completion.

#### **B9309 MEASUREMENT AND PAYMENT**

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this Section B9300 of the Scope of Works. All costs so incurred shall, save and except to the extent provided for in the Bill of Quantities under SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

The financial guarantee for the rehabilitation of land disturbed by quarrying as per the approved EMP will be returned upon the granting of a Closure Certificate by the DME. This Closure Certificate will comply with the terms of the MPRDA.

#### **B9310 MITIGATORY MEASURES REQUIRED BY THE DEPARTMENT OF MINERALS AND ENERGY**

##### **Mitigatory Measures**

The mitigatory measures in the EMP are to manage potential environmental impacts arising due to the construction activities as well as the activities of the construction staff. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

1. Responsibilities
  - (a) The Contractor (through the Site Engineer) will:

- (i) be held responsible for the implementation of these mitigatory measures,
  - (ii) identify the need and be responsible for the implementation of an environmental awareness training programme for the construction staff,
  - (iii) supply on request a "Method Statement," which will indicate the procedures to be applied in order to meet the requirements of any aspect of these mitigatory measures,
  - (iv) ensure that any problems identified during environmental audits or inspections, are addressed and rectified as soon as reasonably possible.
2. Mitigatory Actions
- 2.1 Should it be necessary to store materials and equipment on site for short periods, only previously disturbed areas above the 20-year flood level should be used for this purpose.
  - 2.2 Any construction camp set up should be clearly demarcated and secured against theft or vandalism and any toxic materials (cement, oil, petrol, diesel, etc) should be very strictly controlled and secured. Such a construction camp should be above the 50-year flood level and should be completely rehabilitated on completion of construction activities.
  - 2.3 All damaged areas in the riparian zones resulting from construction operations, should be rehabilitated to prevent erosion and undermining of the riverbank.
  - 2.4 All "surplus" soil and rock excavated during construction should be removed from the water course.
  - 2.5 No concrete shall be mixed on the soil surface, all concrete mixers to be placed on trays, and precautions to be taken against contamination of the soil through spillage of pre-mixed concrete.
  - 2.6 Precautions are to be taken against oil spillage from heavy equipment such as compressors and generators, eg through the use of sand or sawdust filled drip trays. All contaminated material (including soil) to be disposed of at a registered waste site.
  - 2.7 Adequate toilet facilities (eg chemical toilet) shall be provided for workers on site, and all ablutions are to take place in these facilities.
  - 2.8 Scavenger-proof litter containers shall be provided on site and strict control over littering enforced.
  - 2.9 All waste material, including excess construction material, litter and sewerage, shall be regularly removed from site and disposed of at a registered waste facility.
  - 2.10 Strict precautions shall be taken when making open fires.
  - 2.11 No wild animals shall be disturbed unnecessarily in any way.
3. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

**SECTION 9400 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS****LIST OF ABBREVIATIONS**

CR	Construction Regulations
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Regulations
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SABS	South African Bureau of Standards

**B9401 INTRODUCTION****B9401.1. Purpose of the Occupational Health and Safety Specification**

The OHSS is a performance specification to ensure that the Client (**Matatiele Local Municipality**) and any bodies that enter into formal agreements with the Client viz. Agents, Consultants, Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Client shall be construed as an acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Client which may result from the Principal Contractor failing to comply with the OHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

**B9401.2. Implementation of the Occupational Health and Safety Specification**

This OHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their Contracts with Contractors and Suppliers.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended)(The Act), and the Regulations thereto as amended from time to time.

The OHS Act Agreement in Section C1 of the Tender Document (Contract Forms) must be fully completed by the Contractor. These documents shall be deemed to form part of the Contract Documents.

No work is to be commenced without written approval of the H&S plan. Failure to comply with this requirement will result in a fine or stoppage of work, with no extension of time or allowable claims.

**B9402 STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION****B9402.1 Scope**

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Client controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on **Matatiele Local Municipality** projects and those affected by the activities taking place in and around them.

**B9402.2 Interpretations****B9402.2.1 Application**

The OHSS contains clauses that are generally applicable to building / construction and that impose pro-active controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHS Act, Construction Regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Principal Contractor's responsibility. The Client will through the Agents, as appointed, monitor that the Principal Contractor complies with the requirements of the OHS Act and will not prescribe to the Principal Contractor how such compliance is achieved.

#### **B9402.2.2 Definitions**

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

Client:	The Municipal Manager, <b>Matatiele Local Municipality</b> .
Engineer:	Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.
Hazard:	Source of exposure to danger
Hazard Identification and Risk Assessment and Risk Control:	Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.
Health and Safety Management Plan:	Means a documented plan which addresses the hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified.
Induction Training:	Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.
Risk:	Means the probability or likelihood that a hazard can result in injury or damage.
Regulation/s.	Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993).
Site:	Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Engineer.
The Act:	Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated thereunder.

#### **B9403 REQUIREMENTS AT TENDER STAGE**

Contractors are reminded that the document that is submitted needs to be complete and as close as possible to the final product due to the time factor.

The Principal Contractor shall make available the following with his completed Tender:

- (a) A Preliminary Health and Safety Plan as described in Regulation 5 of the Construction Regulations. The Health and Safety Plan must be based on the Construction Regulations July 2003 and this specification and will be subject to approval by the Client appointed Health and Safety Agent. This will include a Hazard Identification and Risk Assessment Analysis appropriate to the project. Material Safety Data Sheets (MSDSs) and chemical risks must be included in the HIRA

- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003.
- (c) A valid Letter of Good Standing
- (d) At least one copy of minutes of previous Occupational Health and Safety Committee meetings and of Incident Investigation Reports for other projects, of similar nature undertaken by the Tenderer.
- (e) Claims ratio receipt from FEM or the Compensation Commissioner

Failure to submit the foregoing with his Tender may lead to the conclusion that the Principal Contractor is not be able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the Tender being disqualified.

#### **B9404 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Principal Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if construction work is involved:

The notification must be done in the form of the pro forma given in Annexure A to the Construction Regulations.

A copy of the notification form must be kept on site, available for inspection by inspectors, Client, Engineer, employees and persons on site. Proof of submission must also be provided.

Work will not commence without the Notification being correctly completed and signed by the Client.

#### **B9405 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN**

##### **B9405.1 Background**

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety Specification for each of its projects and the Principal Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principal Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

##### **B9405.2 Framework for an Occupational Health and Safety Plan**

###### **B9405.2.1 Introduction**

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely.

This OHS plan shall, at least, answer the requirements of the OHS specification outlined above.

The Principal Contractor is required to submit at, or before, the site handover meeting, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram
- Letter of good standing issued by the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example: copies of minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports for other projects undertaken by him.



**B9405.2.2 Contents of an Occupational Health and Safety Plan**

The Occupational Health and Safety Plan shall include the following:

- A Occupational Health and Safety Management Programme
- A Statement Regarding the Communication and Management of the Work
- The format should follow the headings below.

**B9406 APPOINTMENT OF HEALTH AND SAFETY (H&S) PERSONNEL****B9406.1 Construction Supervisor**

In terms of Regulation 16 of the Act, the Chief Executive Officer of the Principal Contractor may delegate, in writing, part or all of his powers to a suitable person on the site.

The Principal Contractor shall appoint a full-time **Construction Supervisor**, in writing, in terms of Regulation 6.1 of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

**B9406.2 Construction Health and Safety Officer**

In terms of Regulation 6 (6) of the Regulations the Principal Contractor shall appoint in writing a full-time **Construction Health and Safety Officer**.

Should the Principal Contractor wish to motivate for the appointment of a part time Construction Health and Safety Officer, the client must give his agreement in writing. This will normally only given in exceptional cases.

The Construction Health and Safety Officer shall have the necessary competence and resources to perform his duties diligently. He must have adequate transportation and proper communication with the Site Agent. This must include, at least, certificates proving attendance at relevant training courses, particularly in regard to the OHS Act and its regulations, risk assessment and incident investigation, SAMTRAC if possible, with a minimum of two years exposure to Civil Engineering Construction. A formal qualification in the field would be preferred.

Failure to provide such a person will be regarded as a severe non-conformance and may lead to the Principle Contractor being unable to commence work.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction Health and Safety officer appointed after award of the contract.

A CV, and training records, of the proposed Construction Health and Safety Officer must be submitted at the Contract Handover Meeting.

The Construction Health and Safety Officer shall not be the same person as the Traffic Safety Officer unless with the written permission of the Client.

**B9406.3 Health and safety representatives**

In terms of **Regulations 17 and 18 of the Act (OHS Act 1993)** the Principal Contractor shall appoint, in writing, a **health and safety representative** whenever he has more than 20 employees in his employ on the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace and at least half must be elected according to the wishes of the workforce.

Representatives from local labour can be appointed to represent such labour for the duration of the contract. The functions of the H&S Representatives are as outlined in the OH&S Act.

**B9406.4 Health and safety committee**

In terms of **Regulations 17,18 and 19 of the Act (OHS Act 1993)** the Principal Contractor (as

employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Principal Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at monthly intervals, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Principal Contractor's representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Principal Contractor and to keep record of meetings, recommendations and reports made by the committee.

#### **B9406.5 Competent persons**

In accordance with the Construction Regulations the Principal Contractor shall appoint, in writing, **competent persons** responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project. A CV of the person/s concerned should form part of the Health and Safety File

- (a) Risk assessment (Regulation 7);
- (b) Fall protection (Regulation 8);
- (c) Structures (Regulation 9);
- (d) Formwork and support work (Regulation 10);
- (e) Excavation work (Regulation 11);
- (f) Demolition work (Regulation 12);
- (g) Tunnelling (Regulation 13);
- (h) Scaffolding work (Regulation 14);
- (i) Suspended platform operations (Regulation 15);
- (j) Boatswain chairs (Regulation 16);
- (k) Material Hoists (Regulation 17);
- (l) Batch plant operations (Regulation 18);
- (m) Explosive powered tools (Regulation 19)
- (n) Cranes (Regulation 20);
- (o) Construction vehicle and mobile plant (Regulation 21(1));
- (p) Electrical installation and machinery on construction site (Regulation 22);
- (q) Use of temporary storage of flammable liquids on construction site (Regulation 23);
- (r) Water environments (Regulation 24);
- (s) Housekeeping on construction sites (Regulation 25)
- (t) Stacking and storage on construction sites (Regulation 26);
- (u) Fire precautions on construction sites (Regulation 27); and
- (v) Construction welfare facilities

- (w) Incident Investigator
- (x) Construction Supervisor and Assistants (Regulation 6)
- (y) Construction Health and Safety Officer (Regulation 6) and Traffic Safety Officer

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Principal Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

#### **B9407 PROJECT / SITE SPECIFIC REQUIREMENTS**

A description of the works to be constructed can be found in the Project Specifications, Part A, in the Tender Document.

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

##### **Health risks**

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Working at heights
- Working over water
- Protection against dehydration and heat exhaustion
- Exposure to dust resulting in pneumoconiosis and potential silicosis
- Unprotected exposure to wet and cold conditions
- Exposure to hazardous substances, including the use of radioactive materials in testing equipment, and chemicals used on site.
- HIV / Aids

##### **Noise Risks**

The Principal Contractor or Contractor or owner of the construction plant shall take noise level readings for each type of construction plant to be used on the project and establish a noise zone for each type in terms of Regulation 9 of the Noise-Induced Hearing Loss Regulations where required in terms of the Regulations, suitable hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

Based on the results of this monitoring, the contractor may have to make budgetary provision for the medical screening of all employees working in an area where the OEL is exceeded.

**Construction traffic**

The Principal Contractor must state at what maximum speed traffic, especially haulers, shall be allowed to travel at on site and on haul roads. This limit must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Engineer or OHS agent. On EPWP projects additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage.

**Emergency Procedures**

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of emergencies occurring on site;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, major incidents/accidents, etc. The Principal Contractor shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

**First Aid Boxes and First Aid Equipment**

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Unless agreed with the Client, at least one first aider shall be certified as Level 3. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements of the Annexure to Regulation 3 of the General Safety Regulations. All Principal Contractors with more than 5 employees shall supply their own first aid box. There must be a trained and certified First Aider (at least Level 1) with each work team on site at all times.

It is suggested that all supervisors carry a first aid kit in their vehicles at all times.

**Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers, temporary or permanent, are issued with and shall wear hard hats, protective footwear, reflective bibs or vests and overalls as well as any other necessary PPE as set out in Regulation 2.3 of the General Safety Regulations. Principal Contractors are must provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Issued
- Lost or stolen;
- Worn out or damaged.
- Issued to temporary labour or staff.

The above procedure applies to Principal Contractors and their Contractors, as they are all Employers in their own right. Any person found on site without the necessary PPE, especially reflective jackets or bibs, will be removed from site until the PPE is supplied and worn.

In order to facilitate the payment for PPE as defined in Regulation 13.03 the Contractor must set out his system for the procurement of PPE.

PPE must also be issued to the Consultant's staff, as set out in the Specifications or as requested by the Engineer.

**Medical Certificates and Medical Surveillance.**

Intake and exit medical certificates provided by a registered Health and Safety Practitioner must be obtained for all persons involved in:

Exposure to Hazardous chemicals (HCSR Reg 7)

Working at Heights (CR Reg 8 (2))

Noise (noise induced hearing loss regulations)

Operation of Construction Vehicles (CR Reg 21 (d))

"Listed" activities in terms of Regulation 12(c) of the Act.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance, as well as job specifications per job category.

Workers need to be screened annually. Where new workers are employed, surveillance is required prior to commencing, annually if necessary and prior to exit. Permanent employees must be on an annual programme.

In the case of permanent employees of the Principal, Contractor or sub contractor no payment will be made for these certificates as they are deemed to be already issued. In the case of temporary employees, payment will be made in terms of the payment item.

**Exposure to hazardous materials**

The Principal Contractor shall, in his Health and Safety Plan, state what methods will be used to determine the exposure of workers to any hazardous materials used on site. Particular attention must be given to those who are exposed for long periods of time. This is particularly important in the cases of workers exposed to bituminous materials. Regular medical surveillance must form part of the Principle Contractor's Health and Safety Plan.

**Occupational Health and Safety Signage**

The Principal Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area' in the appropriate positions. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended. All excavations shall be suitably guarded.

Signs shall be posted at all entrances to the site indicating that a construction site is being entered and that persons should take note of safety requirements.

**Induction of employees and visitors**

In terms of Regulation 7(7); (8) and (9) inductions must be carried out for employees and visitors to the site. The Contractor's Health and Safety Plan must set out how this will be done as well as how the entrance of visitors to the site will be regulated. The type of proof of induction contemplated in Regulation 7 (9) shall also be stated.

**Accommodation of Traffic**

Attention is drawn to the provisions of Section 1500 of the COLTO specifications and the amendments to the Regulation as given in the Contract Data and Scope of Work. It must be noted that fines are specified for non-compliances.

**Use of Support Work (scaffolding and other temporary works)**

This should be read in conjunction with Regulation 6200 of the COLTO specifications.

Where support work and any other temporary works as contemplated in Regulation 10 of the Regulations are required, these must be properly designed and signed off by a competent person.

In these instances a competent person is defined as a Professional Engineer (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design,

Checks in the field as required by Regulation 10 shall be carried out by an experienced, competent person.

#### **Use of Radioactive Equipment**

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the "Code of Practice for the safe use of soil moisture and density gauges containing radioactive sources" as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001.

#### **Transportation of workers on site.**

Workers shall be transported to, from and on site according to both the provisions of Regulation 21 of the CR as well as the Road Traffic Act. Over and above this, Vehicles used shall be covered and no equipment or materials shall be transported in the same vehicle at the same time as workers. No additional payment will be made for this.

#### **Use of Crushers**

Where a crusher is established on site, and where quarries are worked, this facet of the project falls within the requirements of the Mines Health and Safety Act (Act No 29 Of 1996) the regulations in respect of Health and Safety in this Act will apply as well as appropriate Regulations of the Construction Regulations. The District Mining Engineer as well as the OHS auditor will carry out audits on this aspect of the project.

#### **Blasting**

All blasting must be done according to the provisions of the Explosives Act 15 of 2003 and the regulations to the Occupational Health and Safety Act. Method statements and risk analyses will be required before blasting will be permitted.

### **B9408**

#### **HEALTH AND SAFETY FILE**

The Principal Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
  - Notification of construction work
  - Proof of registration with the Compensation Commissioner or FEMA
- All reports of inspections and audits
- All non-conformity reports
- A record of all working drawings, calculations and design where applicable
- Detailed list of Contractors with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Method Statements, Hazard Identification and Risk Assessments carried out for the project.
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings

- Incident records, including investigations and results
- Record of all appointments under the Regulations
- Medical certificates of fitness.
- Record of Competencies
- Training Records

Annexure B is a list of the records to be kept on site. The inclusion of other, relevant documents is encouraged.

The Health & Safety File shall be handed over to the Agent on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any subcontractors.

#### **B9409 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Principal Contractor shall have a risk assessment performed and recorded in writing by a competent person; this shall be based on a method statement drawn up specifically for the task in question. (Refer Regulation 7 of the Construction Regulations 2003).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Contractor shall compile method statements to address or handle the following:

Hazards particulars to the contract  
 Identify what could go wrong and how  
 Identify the likelihood of this happening  
 Identify the persons at risk  
 Identify the extent of possible harm  
 Eliminating or reducing this risk  
 A monitoring plan  
 A review plan

Principal Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Client, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Principal Contractor.

#### **B9410 ARRANGEMENTS FOR MONITORING AND REVIEW**

The Client, or his agent, will conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C can be used as a format when conducting the audit.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client, or his agent, on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

**B9411 NONCONFORMITIES**

Should, at any time, the works, or part of the works, be stopped in terms of Regulation 4 subsection (e) of the Regulations, neither the Principal Contractor nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute areas where penalties will be applied, including examples of types of non-conformances:

<b>Minor:</b>	<b>Medium:</b>	<b>Severe</b>
Fine: R50/count	Fine: R500/count and a non-conformance	Fine: R5000/count, a non-conformance and/or activity stoppage
Hard hat /reflective jacket off. Non-use of PPE supplied	Fall protection harness not tied off / not worn.	Health and Safety Plan not approved.
	Toilets not supplied or regularly serviced.	Workers transported with plant
Minor demeanours not addressed from previous H&S audit	Documentation relative to contractors not audited and not approved prior to starting	Letters of Good standing expired
	No OHS report at site meeting; per month.	Any breach of legal requirements.

These examples are not inclusive but are only indications of the type of non-conformance which will attract penalties.

**Failure to comply with provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the Occupational Health and Safety Specification and Plan.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after an instruction to this effect has been given by the engineer. The engineer's instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

**B9412 REPORTING**

All accidents and incidents as defined in Regulation 8 of the General Administrative Regulations must be recorded on the form as set out in Annexure 1 to the Regulations and investigated in terms of Regulation 9.

Records must be retained as required by Regulation 9 of the GAR.

The Site Safety Officer must compile a safety report on a monthly basis, setting out all incidents and accidents and any other information relating to safety on the site. This is to be presented to the



most convenient site meeting and a copy held on the Health and Safety file. A copy of this report must be sent to the Client's Health and Safety Agent as soon as possible.

**B9413 MEASUREMENT AND PAYMENT**

**Item** **Unit**

**B94.01 Preparation of Contractor's site specific Health and Safety Plan ..... Lump Sum**

The rate for this item must cover all expenses incurred in preparing the Contractor's site specific Health and Safety Plan as required by the Client's Health and Safety Specification in this document

**Item** **Unit**

**B94.02 Principal Contractor's initial obligations in respect of the OHS Act and ..... Lump Sum**

**Construction Regulations**

The full amount will be paid in one instalment only once: -

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.
- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

**Item** **Unit**

**B94.03 Principal Contractor's time related obligations in respect of the OHS Act ..... Month and Construction Regulations**

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time.

This will include the updating and administration of the Health and Safety file.

**Item** **Unit**

**B94.04 Provision of Personal Protective Equipment (PPE) ..... No**

No separate payment will be allowed for PPE. The contractor must within his rates allow and provide for procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub Contractors are responsible for their on costs in this regard. Any items of PPE not included on the list will be paid for only after the Engineer as agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for. Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

**Item** **Unit**

**B94.05 Provision of full time Construction Health and Safety Officer ..... No**

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties, which include the

induction and training of all persons on site. If a part time safety officer is appointed, by agreement with the Employer, then the amount Tender will be prorated according to the amount of time spent on the project.

<b>Item</b>	<b>Unit</b>
<p><b>B94.06 Costs of medical certificates and Medical Surveillance (see above) .....</b></p> <p>This item shall covers all costs in involved in the obtaining of entrance, annual and exit medical certification and conducting medical surveillance for operators of Construction vehicles and mobile plant as contemplated in Regulation 21(d) (ii) Workers at Heights, Regulation 8 (2) (b)of the Regulations and workers exposed to hazardous chemicals including bituminous fumes, Regulation 7 of the HSCR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated above: workers in quarries as required by the Mines Health and Safety Act. Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating</p> <p>B94.06 a) Initial (baseline) medical examinations.</p> <p>B94.06 b) Exit examinations</p>	<b>No</b>
<p><b>B94.07 Induction Training .....</b></p> <p>This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required.</p> <p>Payment will be made on the figures contained in the induction section of the Health and Safety File.</p>	<b>No</b>
<p><b>B94.08 Environmental Monitoring .....</b></p> <p>Payment for this item shall cover all costs incurred in testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, dust, the presence of Silica, and noise as required by the Construction Regulations and the Mine Health and Safety Act.</p>	<b>No of Tests</b>
<p><b>B94.09 Establishment of noise zones and Audiograms .....</b></p> <p>B94.09 a) Establishment of noise zones</p> <p style="padding-left: 40px;">b) Audiograms</p> <p>a) This item shall cover all costs involved in the establishment of noise zones in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last year, the test need not be repeated.</p> <p>b) This item shall cover all costs involved in carrying out audiograms in compliance with Regulation 8 of the Noise-induced Hearing Loss Regulations. In the case of permanent staff payment will only be made when and if these need to be updated.</p>	<b>No</b>
<p><b>B94.10 Payment for Health and Safety Representatives at meetings .....</b></p> <p>The rate for this item shall cover the cost to the Contractor of the attendance of Health and Safety representatives at monthly meetings and shall compensate the Contractor for loss of productive time at these meetings</p>	<b>Hour</b>
<p><b>Item</b></p>	<b>Unit</b>

**B94.11 Provision of First Aid Boxes .....No**

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.

**Item Unit**

**B94.12 Submission of the Health and Safety File .....Lump Sum**

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

Notwithstanding any statements in Section 1300 of the COLTO Specifications, should the Certificate of Practical Completion be issued after the Contractual Completion date no payment will be made under items 13.02 and 13.03 for the period between the Contractual Completion date and the date of issue of the Certificate of Practical Completion. This, however does not relieve the Principal Contractor of any of his legal responsibilities for Occupational Health and Safety in terms of the Act and Regulations

## ANNEXURE A

## RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan  As well as each Contractor's Health & Safety Plan  Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations. Available on request	Principal Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required by the OHSA & Regulations.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done. Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & Safety File of the input by Construction Health and Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Principal Contractor
8.	7(2)	Risk Assessments, kept up to date and available on site for inspection	Principal Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Principal Contractor
11.	9(2)(b)	Inform Principal Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure  On site available for inspection	Principal Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure  Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure. Kept on site, available on request	Principal Contractor
16.	11(3)(h)	Record of excavation inspection	Principal Contractor

		On site available on request	
17.	15(11)	Suspended Platform inspection and performance test records. Kept on site available on request	Principal Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Principal Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Principal Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Principal Contractor
21.	19(2)(g) (ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Principal Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Principal Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Principal Contractor
24		Copies of all appointments made in regard to safety supervisors and inspectors	Principal Contractor
25		Record of safety inspections on equipment using radioactive materials.	Principal Contractor

**ANNEXURE B  
OCCUPATIONAL HEALTH AND SAFETY  
AUDIT SYSTEM**

**1. ADMINISTRATIVE & LEGAL REQUIREMENTS**

Subject	Requirements	Yes/No	COMMENTS
<b>Notice of carrying out Construction work</b>	Department of Labour notified Copy of Notice available on Site		
<b>Copy of OH&amp;S Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site Readily available for perusal by employees		
<b>Registration with Compens. Insurer</b>	Written proof of registration / Letter of good standing available on Site		
<b>OH&amp;S Specification &amp; Plan</b>	OH&S Specification received from Client OH&S plan developed Updated regularly		
<b>Hazard Identification &amp; Risk Assessment</b>	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained		
<b>Assigned duties (Managers)</b>	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.		
<b>Designation of Person Responsible on Site</b>	Competent person appointed in writing as Construction Supervisor		
<b>Designation of Subordinate Person</b>	Competent person appointed in writing as Sub-ordinate Construction Supervisor		

Subject	<u>Requirements</u>	Yes/No	COMMENTS
<b>Designation of Occupational Health &amp; Safety Representatives</b>	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.		
<b>Occupational Health &amp; Safety Committee/s</b>	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.		
<b>Agreement with Mandataries (Subcontractors)</b>	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid		
<b>Fall Prevention &amp; Protection</b>	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site		
<b>Structures</b>	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction -anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept		

Subject	<u>Requirements</u>	Yes/No	COMMENTS
<b>Formwork &amp; Support work</b>	Competent person appointed in writing to supervise erection, maintenance, Use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept		



Subject	<u>Requirements</u>	Yes/No	COMMENTS
Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept		
Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available		

Subject	<u>Requirements</u>	Yes/No	COMMENTS
Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used		
Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept		
Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.		
Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use		
Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept		

Subject	<u>Requirements</u>	Yes/No	COMMENTS
Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out		
<b>Inspection &amp; Maintenance of Electrical Installation &amp; Equipment (including portable electrical tools)</b>	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.		
<b>Designation of Stacking &amp; Storage Supervisor.</b>	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site		

Subject	<u>Requirements</u>	Yes/No	COMMENTS
Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually		
<b>First Aid</b>	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries		
<b>Personal Safety Equipment (PSE)</b>	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE		
<b>*Inspection &amp; Use of Welding/Flame Cutting Equipment</b>	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept		

Subject	<u>Requirements</u>	Yes/No	COMMENTS
<b>*Control of Storage &amp; Usage of HCS</b>	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site		
<b>Vessels under Pressure (VUP)</b>	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs  - every 36 months.  - Register/Log kept of inspections, tests. Modifications & repair		
<b>Construction Vehicles &amp; Earth Moving Equipment</b>	Operators/Drivers appointed to: - Carry out a daily inspection prior to use  - Drive the vehicle/plant that he/she is competent to operate/drive  Written Proof of Competence of above appointee available on Site Record of Daily inspections kept		
<b>Inspection of Ladders</b>	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept		
<b>Ramps</b>	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.		
<b>OTHER</b>	Any items which are not covered in the audit but require attention by the PC (e.g. updated method statements, safe work procedures etc.).		

**ANNEXURE C**

**HAZARDOUS TASK IDENTIFICATION**

**(the list given is not inclusive and other hazardous tasks may be identified as the construction progresses)**

MAIN TASK	SUB TASK
<b>ACCOMMODATION OF TRAFFIC</b>	Manning of stop/go signs
	Dust
	Traffic speed
	Provision of safety equipment
	Working next to traffic
	Erection of signage
<b>BLASTING</b>	Drilling
	Preparation of Blast area
	Blasting
<b>CONCRETE WORK</b>	Erection and operation of batching plant
	Operation of small mixers
	Placing concrete with ready mix trucks/dumpers
	Placing concrete manually
	Finishing of concrete surfaces
	Operations in precast yard
<b>DEMOLITION</b>	Using hand breakers
	Using Explosives
	Using manual labour
	Removal of spoil
<b>EARTHMOVING AND LAYERWORKS</b>	Use of earthmoving plant, e.g. bulldozers, graders and excavators
	Use of rollers
	Use of tip trucks and other transportation
<b>EXCAVATING</b>	By manual labour
	By excavating equipment e.g. TLB
	Operations inside excavations
	Drilling
	Piling
	In narrow trench
	Work in Quarries
Work in Borrowpits	
<b>ELEVATED WORKING</b>	Erection of scaffolding
	Removal of scaffolding
	Erection of support work
	Removal of support work
	Ladders
	Working on platforms
	Risk of falling
	Working on scaffolding
	Working under overhead structures
	Use of cranes
Use of lifting equipment	
Use of slings, chains and winches	

**C3.3 PARTICULAR SPECIFICATIONS**

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION.....	C3.114
PART D: DAYWORK.....	C3.119
PART E: OHSA 1993 SAFETY SPECIFICATION.....	C3.121
PART F: Requirements of the Expanded Public Works Programme (EPWP) .....	C3.130



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**C3.3 PARTICULAR SPECIFICATIONS**

**PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

**C 3.3.1 : ENVIRONMENTAL MANAGEMENT SPECIFICATION**

**EMS.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

**EMS.2 Training and Induction of Employees**

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

**EMS.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc)
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

**EMS.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their

personal belongings.

**EMS.5 Access**

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

**EMS.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

**EMS.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

**EMS.8 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

**EMS.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

**EMS.10 Grave Sites**

- Grave sites in close proximity to the road must not be disturbed during construction.

**EMS.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).

- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

**EMS.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

**EMS.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

**EMS.14 Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

**EMS.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

**EMS.16 Soil Management**

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.

- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

**EMS.17 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish, which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

**EMS.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

**EMS.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

**EMS.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.
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**3.3 PARTICULAR SPECIFICATIONS**

**PART D: DAYWORK**

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

**D1. SCOPE**

According to Clause 48 of the General Conditions of Contract 2010, certain work may be carried out using rates tendered in the day work schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a day work basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 49 of the General Conditions of Contract 2010.

No work will be paid for as day work without the written instruction or approval of the Engineer.

**D2. TYPE OF WORK**

The Engineer may order day work in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Day work will only be used in exceptional circumstances.

**D3. MATERIALS**

Materials for use in works carried out under day work shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in day work with his day work claim to the Engineer. Further, if specific materials are required for day work, quotations will be called for as per Clause 48 of the General Conditions of Contract 2010.

**D4. CONSTRUCTION PLANT HIRE**

Where day work is ordered, the tendered rates for plant hire in Section C10.01 of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the day work. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the day work method of payment described in Clause 48 of the General Conditions of Contract 2010 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the day work.

**D5. SALARIES AND WAGES OF WORKMEN**

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

**D6. MEASUREMENT AND PAYMENT**

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 48 and 48 of the General Conditions of Contract 2010 with regard to the submission of daywork claims.

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**C3.3 PARTICULAR SPECIFICATIONS**

**PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

**E1. SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.5 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following aspects of this project carry the risk of possible injuries,

- People becoming complacent and not keeping an eye on the operation being conducted
- People standing out of view of the driver of a construction machine
- People "catching" a lift on the machine and falling under the machine after it hits a hump
- Trying to do a task with the machine for which it is not designed
- Poor visibility while performing tasks that generate excessive dust
- Failure to provide the pedestrians and traffic a safe passage away from the plant processing the layer works and surfacing operations.
- Risks of not wearing proper safety equipment when working with bitumen and cement.
- Failure to provide means of access for emergency vehicles
- Risks related to people smoking near potentially harmful gasses
- Failure to perform visual inspections on all surfacing equipment
- Non-conformance to specifications with regards to fitting all construction vehicles with reverse alarms
- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Presence of open excavations for the manholes and storm water pipe trenches.
- Lifting and lowering of concrete pipes
- Possible need for boatswain's chairs Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

**E2. DEFINITIONS**

For the purpose of this contract the following shall apply:

- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2010 and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2003. “**Employer**” and “**client**” are therefore interchangeable and shall be read in the context of the relevant document.
- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract 2010.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS Act 1993, be the mandatary, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract 2010. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

**E3. TENDERS**

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the Health and Safety requirements during construction. Payment items are included in the ‘Schedule of Quantities’ for compliance with the ‘Occupational Health and Safety Act’ and with this Specification.

Tenderers are required to complete Form J, ‘Contractor’s Health and Safety Declaration’ of T2.2, ‘Returnable Schedules required for Tender Evaluation Purposes’.



Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely and in accordance with the Construction Regulations.

#### **E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included as Annexure A to this Specification. A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

#### **E5. HEALTH AND SAFETY PLAN**

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan to comply with the requirements of Construction Regulation 4(1)(a) and in compliance with this Health and Safety Specification. This must include a risk assessment performed and recorded in writing by a competent person (refer to Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

#### **E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

##### **E6.1 Health and Safety Plan**

The Contractor shall appoint in writing his employees and any subcontractors to be employed on the contract, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

##### **E6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

**E7. APPOINTMENT OF SAFETY PERSONNEL****E7.1 Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

**E7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

**E7.3 Health and safety representatives**

In terms of **Sections 17 and 18 of the Act (OHS Act 1993)** the Contractor, being the Employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

**E7.4 Health and safety committee**

In terms of **Section 19 of the Act (OHS Act 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

**E7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work in each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (m) Control of all temporary electrical installations on the construction site as described in Regulation 22;
- (n) Stacking and storage on construction sites as described in Regulation 26; and
- (o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## **E8. RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials, subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS Act 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the bases of the towers of material hoists to indicate the maximum mass load which may be carried at any one time by material hoists (Regulation 17(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulation 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));

- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

## **E9. CONTRACTOR'S RESPONSIBILITIES**

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHS Act 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS Act 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.5 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **E10. MEASUREMENT AND PAYMENT**

### **E10.1 Principles**

It is a condition of this contract that Contractors who submit tenders for this contract shall make provision in their tenders for the cost of all health and safety measures required during the construction process.

#### **(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clause E7 paragraphs E7.1 to E7.5 above shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### **(b) Records and Registers**

The keeping of health and safety-related records and registers as described in clause E8 above is regarded as a normal duty of the Contractor for which payment is deemed to be included in the Contractor's tendered rates and prices, and for which no additional payment will be considered except to the extent provided in item B13.06 of the Schedule of Quantities.

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**ANNEXURE A (to H&S specification)**

**To : The Provincial Director, Department of Labour, .....**

**ANNEXURE A**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3 of the Construction Regulations, 2003**

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor:

.....

(b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

.....

3. (a) Name and postal address of client:

.....

(b) Name and telephone number of client's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

(b) Name and telephone number of designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):

6. Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(2):

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

.....

9. Expected commencement date:

.....

10. Expected completion date:

.....

**ANNEXURE A - Continued**

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....  
**Principal Contractor** **Date**

.....  
**Client** **Date**

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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**PARTICULAR SPECIFICATIONS**

**REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP)

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and NYS programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

**1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

**1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)**

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.



## **1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)**

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

## **1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)**

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the CLO, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 55% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: 10

**1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)**

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

**1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)**

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R \_\_\_\_\_ per task (for task-rated workers); *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

or

R \_\_\_\_\_ per day (for time-rated workers). *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme. *(Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).*

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

**1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)**

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

**1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)**

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to

be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

#### **1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)**

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
  - Protective overalls (two sets), orange in colour, with EPWP branding;
  - Lime green reflective safety vest with EPWP branding;
  - Protective footwear; and
  - Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:  
*(Compiler shall not omit any of the PPE listed below. However, the compiler may add to the list if any other PPE not listed below is known to be required).*
  - Protective headwear, orange in colour, with EPWP branding;
  - Protective eyewear such as spectacles and goggles;
  - Protective face shields;
  - Protective earplugs and earmuffs;
  - Respiratory masks;
  - Disposable safety apparel;
  - Kidney belts;
  - Safety harnesses; and
  - Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

### **1.9 EPWP contract signboard**

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

### **1.10 Payment matters relating to the EPWP work**

#### **1.10.1 General**

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

### **1.10.2 Payment for labour-intensive components of the work**

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

### **1.11 Penalty applicable to any shortfall in the local labour content achieved**

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_0)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E<sub>0</sub> is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C<sub>A</sub> is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

## **3. JOB CREATION REPORTING FOR EPWP**

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause

3.2 below.

### **3.1 Type of project data required per project**

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

#### **3.1.1 Participant (local labour) data**

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

#### **3.1.2 Project work data**

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

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

#### **3.1.3 Project payment data**

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

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

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

#### **3.1.4 Employment output data**

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalent (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

#### **3.2 Project data to be submitted with the Contractor's payment certificates**

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

### **4. PROVISION OF STRUCTURED TRAINING**

#### **4.1 Scope of structured training**

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

#### **4.2 Training provider and trainers**

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

#### **4.3 Skills analysis and selection of targeted EPWP participants**

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.



The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

**4.4 Structured training programmes**

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. *(Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).*

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website [www.saqa.org.za](http://www.saqa.org.za)):

<b>ENTREPRENEURIAL SKILLS TRAINING</b>				
<b>Qualification title</b>	<b>SAQA qualification ID</b>	<b>NQF level</b>	<b>Minimum credits</b>	<b>Purpose of qualification</b>
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website [www.saga.org.za](http://www.saga.org.za)):

<b>CONSTRUCTION SKILLS TRAINING</b>				
<b>Qualification title</b>	<b>SAQA qualification ID</b>	<b>NQF level</b>	<b>Minimum credits</b>	<b>Purpose of qualification</b>
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and

- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

#### **4.5 In-service training**

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the **EPWP Data Collection Tool template**, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

#### **4.6 Training venue facility**

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m <sup>2</sup>
(b)	Ablutions (male)	=	6 m <sup>2</sup>
(c)	Ablutions (female)	=	6 m <sup>2</sup>
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m <sup>2</sup>
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m <sup>2</sup>
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m <sup>2</sup>

**5. MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>5.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility .....</b>	<b>lump sum (Sum)</b>

The tendered lump sum for subitem 5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

<b>Item</b>	<b>Unit</b>
<b>5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:</b>	
(a) Generic skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(a)(i) above.....	percentage (%)
(b) Entrepreneurial skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(b)(i) above.....	percentage (%)
(c) Construction skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(c)(i) above.....	percentage (%)
(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:	
(i) Transportation and accommodation costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(d)(i) above.....	percentage (%)

Expenditure under subitems 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 5.01.

The tendered percentage for subitem 5.02(d)(ii) is the percentage of the amount actually spent under subitem 5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in

connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

**PROJECT SIGNBOARD**

# CONSTRUCTION SIGNBOARD



**SIZE : 2450 X 2450MM**  
STEEL FRAME WITH CROMODEC SHEETING  
AND VINYL.