TENDER NO. "34/2022"	LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA	
Approved by Supply Chain Manager	Version: 00	Page 1 of 249 (excl. BOQ Pages)

CONTRACT DOCUMENT

FOR THE

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

VOLUME 1: RETURNABLE DOCUMENT

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 80** of this document
- Table 1: Preference Schedule (B-BBEE contribution) is on **page 77** of this document

APRIL 2022

Name of Tenderer	
Address (Physical)	
Contact Person	
Contact Number	
Email Address	
Amount (15% VAT Included)	
B-BBEE Status	
Duration (weeks)	

ISSUED BY:

LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

THE MUNICIPAL MANAGER
LANGEBERG MUNICIPALITY
28 MAIN ROAD
ASHTON
6715
Tel: (023) 615 8000

COMPILED BY:

wec CONSULT
CONSULTING ENGINEERS & PROJECT MANAGERS

WEC-CONSULT (Pty) Ltd
P.O. Box 6353
UNIEDAL
7612
Tel: 086 111 1441
Fax: 021 882 8207

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

General Tender Information

TENDER ADVERTISED	:	29 APRIL 2022
SITE VISIT/CLARIFICATION MEETING	:	06 MAY 2022 at 10h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Langeberg Municipal Offices, 52 Church Street, Robertson 6705
CLOSING DATE	:	20 MAY 2022
CLOSING TIME	:	12h00
TENDER BOX & ADDRESS	:	The Bid Box, at 28 Main Road, Ashton 6705 LANGEBERG Municipality.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the reception for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADEMARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS "OR EQUIVALENT"

PART A (MBD1)
INVITATION TO BID

THE FOLLOWING PARTICULARS MUST BE FURNISHED **(FAILURE TO DO SO WILL RESULT IN YOUR OFFER BEING DISQUALIFIED)**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LANGEBERG MUNICIPALITY					
BID NUMBER:	"T34/2022"	**CLOSING DATE**:	20 May 2022	**CLOSING TIME:**	12h00
DESCRIPTION:	CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:
ENTRANCE OF THE MUNICIPAL OFFICES 28 Main Road Ashton 6715

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE CODE & NUMBER			
CELL PHONE NUMBER			
FACSIMILE CODE & NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX PIN		TAX REFERENCE NUMBER	
CSD No			
ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE / TSC PIN SUBMITTED? YES ☐ NO ☐			
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BEE. NOTE A CERTIFIED COPY OR ORIGINAL IS COMPULSORY			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE SUBMITTED? (MBD 6.1) YES ☐ NO ☐ IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (Tick applicable box) A VERIFICATION AGENCY ACCREDITED BY SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐ or A SWORN AFFIDAVIT FOR EME'S AND QSE'S ☐			
RECENT MUNICIPAL ACCOUNT OF COMPANY (NOT OLDER THAN 90 DAYS) **MUST** BE ATTACHED			
RECENT MUNICIPAL ACCOUNTS OF ALL THE DIRECTORS/ SHAREHOLDERS **MUST** BE ATTACHED			
IF LEASING/RENTING/LODGING – ATTACHED LATEST VALID COPY OF AGREEMENT **IF NO PROPERTY REGISTERED IN YOUR NAME SUBMIT AN AFFIDAVIT CONFIRMING THIS. COPY OF AFFIDAVIT IS AVAILABLE ON REQUEST FROM THE SCM UNIT**			

BID PRICE OFFERED **NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE** **(see definition on MBD 4 attached)**	
TOTAL BID PRICE (INCL 15% VAT)	
TOTAL NUMBER OF ITEMS OFFERED*	

*If all of the items in the tender BOQ is offered, complete this cell with "All items as per tender BOQ"

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

LANGEBERG MUNICIPALITY
Contact Person: Mr N. Albertyn
Tel: 023 626 8200
Fax: 086 569 2366
E-mail: nalbertyn@langeberg.gov.za

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

YOURS FAITHFULLY,
ASA DE KLERK
MUNICIPAL MANAGER
MUNICIPAL OFFICES
PRIVATE BAG X2
ASHTON
6715
TEL: 023 626 8200

PART B (MBD 1)
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYERS 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 PARAGRAPH 3 BELOW
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

CHECK LIST

This list is to assist all bidders to submit complete proposals. Bidders are to check the following points before the submission of their proposals:		
1	All pages of the document have been read by the contractor and initialled.	☐
2	Any discrepancy and/or misunderstanding is cleared with the relevant officials.	☐
3	All pages requiring information have been **completed in black ink.**	☐
4	The Schedule of Quantities has been checked for arithmetic correctness.	☐
5	Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page and done so correctly.	☐
6	The total from the summary page has been carried forward to the Form of Offer.	☐
7	Surety details where applicable have been included in the proposal.	☐
8	All sections requiring information have been completed.	☐
9	Bidder ensured that all documents is properly completed and signed	☐
10	The contractor has complied with the proposal prerequisites.	☐
11	The document is submitted before 12h00 on the due date at the designated bid box of Langeberg Municipality.	☐

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

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

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LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

T1.1 Tender Notice and Invitation to Tender

LANGEBERG MUNICIPALITY | UMASIPALA | MUNISIPALITEIT
Private Bag X2, Ashton, 6715
☎ (023) 615 8000 🖷 023 615 1563 @ admin@langeberg.gov.za
www.langeberg.gov.za

TENDER NOTICE AND INVITATION TO BID			
DEPARTMENT INFRASTRUCTURE			
ADVERTISED IN	MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, DIE BURGER		
BID NO:	"T34/2022"	**PUBLISHED DATE: 29 APRIL 2022**	
Bids are hereby invited for (Tender Description)	CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1		
Closing Time and Date	No later than 12H00	On the Date	20 May 2022
Compulsory Site Meeting	**06 MAY 2022, Langeberg Municipality 52 Church Street, Robertson at 10:00**		**CIDB GRADING**: 3CE
Bids will be opened immediately thereafter at LANGEBERG Municipality 28 Main Road Ashton, 6715			
AVAILABILITY OF BID DOCUMENTS			
Tender Documents will be downloadable only form www.langeberg.co.za			
Date Available	29 April 2022		

BID RULES

a. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE NAME AND ADDRESS OF THE TENDERER, THE TENDER NO. AND TITLE AND THE CLOSING DATE, and be deposited in the Tender Box, Langeberg Municipality, 28 Main Road, Ashton.

b. Bids may only be submitted on the bid documentation issued by the Municipality.

c. The Langeberg Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient.

d. Tenderers are to be registered on the Central Supplier Database (CSD). Online registration to be completed on the CSD registration platform, website https://secure.csd.gov.za.

Tenders shall be evaluated in terms of the latest Langeberg Municipality Supply Chain Management Policy.		**Bidders may claim preference points in terms of their B-BBEE status level of contribution.**	
Preferential Procurement Point System Applicable	80/20	**Local Content Requirement**	N/A
Site Meeting/Information Session	Yes	**Validity Period**	90 days

TECHNICAL ENQUIRIES: Mr N. Albertyn nalbertyn@langeberg.gov.za		**BIDDING PROCEDURE REQUIREMENTS & ENQUIRIES:** Mr N. Albertyn – nalbertyn@langeberg.gov.za	
Section	INFRASTRUCTURE SERVICES	**Section**	SUPPLY CHAIN MANAGEMENT
Contact Person	Mr. N. Albertyn	**Contact Person**	Mr S Ngcongolo -
Tel:	E-mail Enquiries Only	**Tel:**	E-mail Enquiries Only
E-mail	nalbertyn@langeberg.gov.za	**E-mail**	SNgcongolo@langeberg.gov.za

Authorised by:

ASA DE KLERK
MUNICIPAL MANAGER
NOTICE NR: "T34/2022"

Private Bag X2
ASHTON, 6715
TEL: 023 615 8000

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	**Tender Data**
C.1	**General**
C.1.1	Actions
C.1.1.1	*Add the following:* **The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the tender was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.** **Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.** The Employer is the LANGEBERG MUNICIPALITY, represented by WEC-CONSULT (PTY) LTD as the Employer's Agent.
C.1.2	Tender Documents *Add the following:* **The following documents form part of this contract:** **VOLUME 1:** The Tender Document issued by the employer (this document), in which is bound: **THE TENDER** **Part T1: Tendering Procedure** T1.1 Tender notice and invitation to tender T1.2 Tender data **Part T2: Returnable Documents** T2.1 List of returnable documents T2.2 Returnable schedules **THE CONTRACT** **Part C1: Agreement and contract data** C1.1 Form of Offer and Acceptance C1.2 Contract Data (data provided by the Contractor) – Part 1

C1.2 Contract Data (data provided by the Employer) – Part 2
C1.3 Form of Performance Guarantee
C1.4 Form of Advance Payment Guarantee
C1.5 Occupational Health and Safety Agreement
C1.6 Protection of the Environment Declaration
C1.7 Insurance Broker's Warranty

Part C2: Pricing Data
C2.1 Pricing Assumptions
C2.2 Bills of Quantities

Part C3: Scope of Work
C3.1 Description of the Works
C3.2 Engineering/Design
C3.3 Procurement
C3.4 Construction
C3.5 Management
C3.6 Annexes

Part C4: Site information
C4 Site information

Part C5: LANGEBERG Municipality Supply Chain Policy
C5 Supply Chain Policy

Part C6: Health and Safety Specifications
C6 Health and Safety Tender Specifications

Part C7: Drawings
C7 Drawings

Volume 1 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

In addition to the above, the following further documents are part of the tender:

VOLUME 2: The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 3: The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.

C.1.4 Communication and employer's agent
Delete the first sentence of the clause and replace with the following:
Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Municipal Supply Chain Manager or his nominee.

The Employer's agent is:
Company: WEC-Consult (Pty) Ltd
Name: Francois Harris
Address: Unit 24, Oewerpark, Rokewood Road, Die Board,

Stellenbosch, 7600
Tel: (021) 886 6895
E-mail: harris@wec-consult.co.za

C.1.5 Cancellation and Re-Invitation of Tenders
Delete the full stop at the end of C.1.5.1 d) and replace with, or
Add the following after C.1.5.1 d):
e) the parties are unable to negotiate market related pricing.

C.1.6.2 Competitive negotiation procedure
Add the following between C.1.6.2 and C.1.6.2.1:
A competitive negotiation procedure will **not** be followed.

C.1.6.3 Proposal procedure using the two-stage system
Add the following between C.1.6.3 and C.1.6.3.1:
A two-stage system will **not** be followed.

Add the following Clauses (C.1.6.4, C1.7) after Clause C.1.6.3 and before clause C.2.
C.1.6.4 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.4.1 Disputes, objections, complaints, and queries
In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
a) Persons aggrieved by decisions or actions taken by the ***Langeberg Municipality*** in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.4.2 Appeals
a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the ***Langeberg Municipality***, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
b) An appeal must contain the following:
   i) Must be in writing
   ii) It must set out the reasons for the appeal
   iii) It must state in which way the Appellant's rights were affected by the decision;
   iv) It must state the remedy sought; and
   v) It must be accompanied with a copy of the notification advising the person of the decision
c) The relevant ***Langeberg Municipality*** appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000
The sub-clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

C.1.6.4.4 All requests referring to sub clauses C.1.6.4.1; C.1.6.4.2 and C.1.6.4.3 must be submitted in writing to:
The Municipal Manager - Langeberg Municipal Offices
Via hand delivery at: Langeberg Municipality, 28 Main Street, Ashton
Via post at: Private Bag X2, Ashton, 6715
Via fax at: 023 615 1563
Via email at: admin@langeberg.gov.za

C.1.7 National Treasury Web Based Central Supplier Database (CSD) Registration
Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **https://secure.csd.gov.za**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1.1 *Delete the content of this clause and replace with the following:*
Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following clauses after C.2.1.2 and before C2.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1 Construction Industry Development Board (CIDB) Registration
Only those tenderers who are registered with the CIDB, or capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE or GB class of construction work, are eligible to have their tenders evaluated. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

a) every member of the joint venture is registered with an active status with the CIDB;
b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE or GB class of construction work; and
c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE or GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numerics associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 Compliance with requirements of LANGEBERG MUNICIPALITY SCM Policy and procedures
Only those tenders that are compliant with the requirements below will be declared responsive:

a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
b) A completed **Certificate of Authority for Companies/Partnerships/Joint Ventures/Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
c) A copy of the partnership / joint venture / consortium agreement to be provided;
d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;

j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;

k) A completed Authorisation for the Deduction of Outstanding Amounts Owed to the Langeberg Municipality to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);

l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;

m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

C.2.1.4.3 Minimum score for functionality based on a pre-qualification inspection

Please note that points scored for Quality (functionality) will not have an influence on the total tender evaluation points and will therefore not affect the ranking of the tenderers, it will only be regarded as a pre-qualification. The minimum points required to be eligible to tender is 70 out of a 100.

Criterion	Weight
1) Relevant Experience (Returnable Schedule 14)	50%
2) Construction manager Experience (Returnable Schedule 15)	50%
Total	**100%**

EVALUATION CRITERION 1

Tenderers must have successfully **completed** (please note that current projects will not be included in the evaluation) at least 5 projects of a similar scope and nature in the last 10 years to score full marks on this criterion. Refer to the table below for a measurement of how points will be awarded against this criterion.

A detailed list of successfully completed projects must be completed in/attached to **Schedule 14**.

Projects of a similar scope and nature is regarded as:
The Construction of Civil Engineering services, Earthworks and Building Structures. Please note that no tenderer will be contacted to clarify any experience or construction equipment, or plant submitted with this bid. If insufficient information is shown, the tenderer will **not** be contacted for clarification.

1. RELEVANT EXPERIENCE	
INDICATOR	**Evaluation Criteria for Relevant Experience:** (number of similar projects completed by the contractor in the last 10 years)
0	The tenderer has completed zero projects in the last 10 years
1	The tenderer has completed only 1 project in the last 10 years
2	The tenderer has completed exactly 2 projects in the last 10 years
3	The tenderer has completed exactly 3 projects in the last 10 years
4	The tenderer has completed exactly 4 projects in the last 10 years
5	The tenderer has completed 5 or more projects in the last 10 years

EVALUATION CRITERION 2

Detailed, project specific CV's to be included in **Schedule 15** of the Returnable Documents. Failure to do so during tender phase will lead to disqualification of tenderer.

Construction managers must have successfully **completed** (please note that current projects will not be included in the evaluation) at least 5 projects of a similar scope and nature in the last 10 years to score full marks on this criterion. Refer to the table below for a measurement of how points will be awarded against this criterion.

Projects of a similar scope and nature is regarded as:

The Construction of Civil Engineering services, Earthworks and Building Structures. Please note that no tenderer will be contacted to clarify any experience or construction equipment, or plant submitted with this bid. If insufficient information is shown, the tenderer will **not** be contacted for clarification.

If, during construction, the contractor wishes to replace the construction manager, the contractor will apply in writing to the Engineer as per clause 4.12 of the GCC 2015. Only similarly experienced and competent construction managers will be considered.

2. CONSTRUCTION MANAGER	
INDICATOR	**Evaluation Criteria for Construction manager:** (number of similar projects completed by the Construction manager in the last 10 years)
0	The Construction manager has completed zero projects in the last 10 years
1	The Construction manager has completed only 1 project in the last 10 years

2	The Construction manager has completed exactly 2 projects in the last 10 years
3	The Construction manager has completed exactly 3 or more projects in the last 10 years
4	The Construction manager has completed exactly 4 or more projects in the last 10 years
5	The Construction manager has completed 5 or more projects in the last 10 years

The functionality proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than 70 out of 100 points for functionality will not be considered further. At least 3 evaluators will evaluate the quality schedules separately.

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part T2.2: Returnable Schedules).

C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

C.2.1.4.5 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.
Details of the meeting(s) are stated in the General Tender Information.
Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

C.2.1.4.6 Good standing with Bargaining Council

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

C.2.1.4.7 Good standing with SARS/Tax Clearance

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. 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. Bidders may also submit a printed TCS certificate together with the bid (valid and original). In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.

C.2.3 Check documents

Delete the clause content and replace with the following:
The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified

C.2.7 Clarification meeting

Add the following after the second sentence:
The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable). Failure to provide proof of attendance of this clarification meeting will result in disqualification of the tender. The applicable schedule in the returnable documents must be signed by employer **or** employer's agent as proof of attendance or the signed (signed by attending tenderers) attendance register should be attached to this schedule.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. The employer or employer's agent cannot be held liable for any information discussed during the Clarification Meeting not correctly carried forward to the authorised person signing the tender document.

C.2.8 Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

a) inspected the Specifications and read and fully understood the Conditions of Contract.
b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and construction equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11 Alterations to documents

Delete the first sentence and replace with the following:
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12 Alternative tender offers

C.2.12.1 *Add the following to C.2.12.1 at the end of the first sentence:*
If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
d) details of any proposed amendments to the Pricing Assumptions

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, considered in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

If the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 Submitting a tender offer

Add the following to C.2.13.1 at the end of the first sentence:
C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Delete the following word from C.2.13.2 and add the following sentence after the first sentence:
C.2.13.2 Delete "either electronically (if they were issued in electronic format) or". No electronic submissions will not be accepted unless specifically requested by the Employer in writing.

Add the following to C.2.13.3:

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

Add the following after the first sentence of C.2.13.4:

C.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Delete the clause and replace with the following.

C.2.13.5 The tender submission details are all described on the General Tender Information page.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Langeberg Municipal Office
Physical address: Langeberg Municipality, Main Street 28, Ashton
Identification details: Tender number: "34/2022"
Title of tender: CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

Sealed tenders with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following new Clauses after C.2.13.9 and before C.2.14:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

a) No Electronic copies of the issued tender documents including BOQ, or parts thereof, will be provided to tenderers.
b) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
c) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender offer validity

Add the following to C.2.16.1 after the first sentence:

C.2.16.1 The tender offer validity period is **90 days**.

C.2.16.2 Delete the clause and replace with the following:

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the Municipal Manager.

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 Provide other material

Delete the following word in C.2.18.1:

C.2.18.1 "notarized"

Add the following to C.2.18.1 at the end of the first paragraph:

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:

a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following Clauses after C.2.18.2 and before Clause C.2.19:

C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

C.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 21: Health and Safety Plan in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C6 in the Scope of Work.

Such Health and Safety Plan shall cover inter-alia the following details:

(1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
(2) Contractor's induction training programme for employees, sub-contractors, and visitors to the Site.
(3) Health and safety precautions and procedures to be adhered to, to ensure compliance with the Act, Regulations and Safety Specifications.
(4) Regular monitoring procedures to be performed.
(5) Regular liaison, consultation, and review meetings with all parties.
(6) Site security, welfare facilities and first aid.
(7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.5 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

C.2.23 Certificates

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office 28 Main Street, Ashton. (Tel 023 656 8200) or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the Langeberg Municipality must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Langeberg Municipality, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Langeberg Municipality via CSD or e-Filing. The Langeberg Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the LANGEBERG MUNICIPALITY at the Supplier Management Unit located within the Supplier Management / Registration Office, 28 Main Street, Ashton.(Tel: 023 626 8200) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.**

The tenderer shall indicate in Section 25 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after C.2.23.2

C.2.24 Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed**

Deviations and Qualifications by Tenderer in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:
If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Add the following to C.3.2 at the end of the paragraph:
Notwithstanding any requests for confirmation of receipt of` Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post. It is therefore of great importance that the contact details provided during the compulsory clarification meeting is legible and contactable.

C3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:
The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:*
Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

Add the following after clause C.3.8.2
C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions, and discrepancies

Add the following after clause C.3.9.4
C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:
C3.10 The Employer may, after the closing date, request additional information or clarification from any tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract

arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of the tenderer's offer.

C.3.11 Evaluation of tender offers

Add the following Clauses after clause C.3.11.1 and before Clause C.3.12

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that such Deemed B-BBEE Status Level of Contribution can be enhanced or discounted in accordance with the relevant clauses in the applicable Codes.

C.3.11.4 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices
c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she/it possesses the necessary professional and technical qualifications, professional and technical competence, financial resources (Bank Ratings will be requested), equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13.

C.3.13 Acceptance of tender offer

Delete first sentence of C.3.13 and replace with the following):

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

Delete C.3.13 a) and replace with the following):

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement;

Add the following below C.3.13 f)

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s). The Employer does not bind himself to accept the lowest priced tender, highest evaluation points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the Langeberg Municipality as a result of (inter alia):

a) reports of poor governance and/or unethical behaviour;
b) association with known family of notorious individuals;
c) poor performance issues, known to the Langeberg Municipality;
d) negative social media reports; and
e) adverse assurance (e.g. due diligence) report outcomes.

C.3.13.2 The Employer reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the LANGEBERG MUNICIPALITY may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

C.3.17 Provide copies of the contract

Add the following after the first sentence:

The number of paper copies of the signed contract to be provided by the Employer is one.

Add the following Clauses after C.3.18:

C.3.19 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

a) does not allow any preferred tenderer a second or unfair opportunity;
b) is not to the detriment of any other tenderer; and
c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the LANGEBERG MUNICIPALITY.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

C.3.20 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

a) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
b) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.

c) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and construction equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
d) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
e) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

C.3.21 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

a) has furnished the Employer with that provider's:
- full name;
- identification number or company or other registration number; and
- tax reference number and VAT registration number, if any;

b) has indicated whether:
- the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
- the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
- whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or

c) irrespective of the procurement process followed, the Employer is prohibited from making an award to:
- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Employer, or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall. In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this Schedule may result in the tender not being considered.

C.3.22 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months
b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.
c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system.
d) been convicted of fraud or corruption during the past five years.
e) wilfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years; or
f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Part T2.2: Returnable Schedules: Declaration of Tenderer's Past Supply Chain Management Practices (in terms of the Municipal Finance Management Act). Failure to complete this Schedule may result in the tender not being considered.

C.3.23 UIF payments

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

C.3.24 Price variations

Tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer/Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Adjustment in rates or prices shall be subject to the provisions of Part C1.2: Contract Data.

C.3.25 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in C.2.13.2 and C.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
b) The electronic version shall not be regarded as a substitute for the issued tender documents.
c) The Employer shall not accept tenders submitted in electronic format. Tenderers may **not** complete and submit a printed copy of the electronic version of the tender document.
d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood, and accepted all of the above conditions.

C.3.26 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out 80 for price only and zero (0) points out of 20 for B-BBEE. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid

Annex C
(normative)
Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:
1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) conflict of interest means any situation in which:
i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent
Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
b) funds are no longer available to cover the total envisaged expenditure; or
c) no acceptable tenders are received.
d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General
Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents
Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents
Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification
Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

C.2.14 Information and data to be completed in all respects
Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests, and analysis
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds, and policies
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents
If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates
Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure
Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification
Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions, and discrepancies

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:

(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
(ii) the summation of the prices.

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

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer
Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers
The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer’s obligations in submitting a tender and the employer’s undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
c) has the legal capacity to enter into the contract;
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
e) complies with the legal requirements, if any, stated in the tender data; and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
a) addenda issued during the tender period,
b) inclusion of some of the returnable documents and
c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Alpha-numerics associated with the Contractor Grading Designations

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in CIDB Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table: Contractor grading designations and associated parameters applicable after 7 October 2019

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	**CE**	Construction works that are primarily concerned with materials such as s t e e l , concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	**EP**	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	**EB**	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	**GB**	Construction works that: a) Are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or b) dismantling of a permanent shelter for its occupants or contents; or cannot be categorized in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	**ME**	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission a n d distribution, solid w a s t e disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	**SB**	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal. removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal. removal, renovation, alteration or, dismantling of lifts, escalators, travellators and hoisting machinery	

	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
Description	**Designation**	**Definition**	**Work types**	**Examples**
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal. removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Part T2: Returnable Documents

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LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

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T2.2 Returnable Schedules

Schedule 1: 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 4a: National Treasury Central Supplier Database registration number: … … … … … … … … … … … … …

Section 4b: SARS Tax Compliance Status PIN: …

Section 5: 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 6: Particulars of companies and close corporations

Company registration number… …

Close corporation number… …

Tax reference number… …

Section 7: MBD4 – Attached to this document

Section 8: MBD6 – Attached to this document

Section 9: MBD8 – Attached to this document

Section 10: MBD9 – Attached to this document

Section 11: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof

Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐Yes ☐No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐Yes ☐No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐Yes ☐No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐Yes ☐No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐Yes ☐No

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

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 ON BEHALF OF TENDERER:	
NAME, SURNAME & POSITION	
DATE	

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

Schedule 2: Clarification meeting attendance certificate

Refer to tender conditions C.2.7 in section T1.2 Tender data

This is to certify that I/we, (the representative(s)) .....

representing (the tenderer) .....

of address .....

.....

.....

.....

Telephone and cellphone number .....

fax number .....

on (date) .....

attended the clarification meeting, have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence of affect my/our Tender.

Attendance of the above person(s) at the Clarification Meeting is confirmed by:

EMPLOYER'S AGENT / REPRESENTATIVE: . (Name) ……

SIGNED BY EMPLOYER'S AGENT / REPRESENTATIVE: ……

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

Schedule 3: Certificate of Independent Tender determination (MBD9)

I, the undersigned, in submitting this tender for TENDER NO. "34/2022"**: CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1**

in response to the invitation for the tender made by the Langeberg Municipality, 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 Tenderer)

1. I have read, and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether affiliated with the tenderer or not, who:
   (a) has been requested to submit a tender in response to this invitation to tender;
   (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities, or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive tendering;
7. In particular (without limiting the generality of paragraph 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 tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the tender;
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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

[1]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.

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

Schedule 4: Certificate of Authority (for Companies/Joint Ventures/etc.)

Assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Tenderers shall submit with their tenders the following information:

Single Company, Close Corporation or Partnership

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (*Date*) .....
Mr/Ms (*Print Name*) .....
has been duly authorized to sign all documents in connection with this tender / contract on behalf of .....
(*Print Company Name*).....
.....
Signed on behalf of Company .....
In his/her capacity as.....
Date.....

Joint Ventures

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize;
Mr/Ms ..... , authorised signatory
of the company, close corporation, or partnership.....
acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Date.....

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature, Name &Designation
		Signature, Name &Designation
		Signature, Name &Designation

Note: A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule. Lead partner need to be clearly stated.

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

Schedule 5: Declaration of Tenderer's past Supply Chain Management practices (MBD8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b) been convicted for fraud or corruption during the past five years;
c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer 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, 12 of 2004? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer 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 ☐	No ☐
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		

2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	If so, furnish particulars:		

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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

Schedule 6: Declaration of interest – State Employees (MBD 4 amended)

- No bid will be accepted from:
  - 1.1 persons in the service of the state[1], or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder[2] or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the Langeberg Municipality during the twelve (12) months after the Langeberg Municipality employee has left the employ of the Langeberg Municipality, or
  - 1.4 from an entity who has employed a former Langeberg Municipality employee who was at a level of T14 of higher at the time of leaving the LANGEBERG Municipality's employ and involved in any of the Langeberg Municipality's bid committees for the bid submitted, if:
    - 1.4.1 the Langeberg Municipality employee left the Langeberg Municipality's employment voluntarily, during a period of twelve (12) months after the Langeberg Municipality employee has left the employ of the Langeberg Municipality;
    - 1.4.2 the Langeberg Municipality employee left the Langeberg Municipality's employment whilst facing disciplinary action by the Langeberg Municipality, during a period of twenty-four (24) months after the Langeberg Municipality employee has left the employ of the Langeberg Municipality, or any other period prescribed by applicable legislative provisions, after having left the Langeberg Municipality's employ.

- 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 tenderer 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 tenderer or his or her representative:……

3.2 Identity Number:……..

3.3 Position occupied in the Company (director, trustee, shareholder[2]):……

3.4 Company or Close Corporation Registration Number:……

3.5 Tax Reference Number:……

3.6 VAT Registration Number:……

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

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

3.8.1 If yes, furnish particulars:

……
…
……
…
……
…

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

3.9.1 If yes, furnish particulars:

……
…
……
…
……
…

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

3.10.1 If yes, furnish particulars:

……
…
……
…
……
…
……
…

3.11 Are you, aware of any relationship (family, friend, other) between any other supplier 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:

……
…
……
…
……
…
……
…

13.4 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:

……
…
……
…
……
…
……
…

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the LANGEBERG Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars:

……
…
……
…
……
…
……
…

3.16 Do you have any employee/s who was/were in the service of the LANGEBERG Municipality at a level of T14 or higher at the time they left the employ of the LANGEBERG Municipality, and who was involved in any of the LANGEBERG Municipality's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars:

……
…
……
…
……
…

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

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

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

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

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

Schedule 7: Authorisation for the deduction of outstanding amounts owed to the Langeberg Municipality

To: **THE MUNICIPAL MANAGER, LANGEBERG MUNICIPALITY**

From: _____
(Name of tenderer)

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager 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 LANGEBERG MUNICIPALITY, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
b) therefore hereby agrees and authorises the LANGEBERG MUNICIPALITY to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical **Business** address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical **residential** address of Director / Member / Partner	Municipal Account number(s)

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

Schedule 8: Declaration in respect of compliance with labour legislation

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

The tenderer hereby also declares that 100% of their local unskilled labour will be from the local communities.

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

Schedule 9: Declaration for procurement above R10 million (MBD5)

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

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

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

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

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

    2.2 If yes, provide particulars.
    ……
    …
    ……
    …

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

    3.1 If yes, furnish particulars
    ……
    …
    ……
    …

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

    4.1 If yes, furnish particulars
    ……
    …
    ……
    …

** Delete if not applicable*

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

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

Schedule 10:Confirmation of Central Supplier Database (CSD) registration

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

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

Schedule 11:Tax Pin

SARS Tax Compliance Status PIN	
COMPANY NAME	**SARS Tax Compliance Status PIN**

Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayers' profile and tax status.

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.

Bidders may also submit a printed TCS certificate together with the bid (valid and original). In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.

Failure to submit proof of good standing with SARS (Tax Clearance Certificate) will result in the invalidation of the tender/bid. **Certified copies of the Tax clearance Certificate will not be acceptable.**

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

Schedule 12:Confirmation of Contractor Enterprise Registration

CIDB REGISTRATION

We hereby confirm our registration on Construction Industry Development Board (CIDB) Contractor Database:

COMPANY NAME	CIDB CONTRACTOR GRADING DESIGNATION	CRS REGISTRATION NUMBER AS APPLICABLE

I/We attach a printed copy of the Active Contractor's Listing off the CIDB website www.cidb.org.za as documentary proof of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) to this schedule.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Failure to affix such documentation as proof of Contractor Enterprise registration as prescribed to this Schedule shall result in this tender not being further considered for the award of the Contract.

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 13:Tenderer's banking details

Notes to tenderer:

1. **The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. The Employer will also do an independent Bank Rating investigation via the Employer's Agent's independent source.**
2. **The tenderer's banking details as they appear below shall be completed.**
3. **If the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form. The nominated bank account that will be used for this project need to be completed below. Only one bank account may be used, shown below.**

The method used to obtain a bank rating is an online service provided by ABSA bank. If the tendered contract period is three months or more, an average 3-month cash flow for each tender submitted will be calculated and used as input into the online service. This process ensure that an equivalent method is used when determining the bank ratings of each tenderer. The Employer will obtain codes from the relevant independent financial institutions. The evaluation of your offer will be based on the Bank Rating received from our own independent investigation and not the Bank Rating attached by the tenderer himself. This is to ensure a fair and equal evaluation of bids.

Bidders must provide their banking details below.

The tenderer shall provide the following:

Name of Account Holder: .....

Account Number: .....

Bank name: .....

Branch Number: .....

Bank and branch contact details .....

.....

.....

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 14:Schedule of work experience of Tenderer

The tenderer shall insert in the spaces provided below a list of completed contracts and those currently being undertaken with a scope of similar nature. This information is deemed to be material to the award of the Contract.

Projects of a similar scope and nature is regarded as: The Construction of Civil Engineering services, Earthworks and Building Structures.

Please note that no tenderer will be contacted to clarify any experience or construction equipment, or plant submitted with this bid. If insufficient information is shown, the tenderer will not be contacted for clarification.

The information provided in this schedule will be utilized to calculate the pre-qualification functionality scores. Tenderers must have successfully completed (please note that current incomplete projects will not be included in the evaluation) at least 5 projects of a similar scope and nature in the last 10 years to score full marks on this criterion.

A detailed list of successfully completed projects **(by the main tenderer as well as the sub-contractors tendered for mechanical and electrical works)** must be completed below (or attached to this schedule).

COMPLETED SIMILAR CONTRACTS				
EMPLOYER (NAME, TEL No AND FAX No)	CONSULTING ENGINEER (NAME, TEL No AND FAX No)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

CURRENT SIMILAR PROJECTS				
EMPLOYER (NAME, TEL No AND FAX No)	CONSULTING ENGINEER (NAME, TEL No AND FAX No)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 15:Details of qualifications and experience of staff

Tenderers shall set out in the Schedule hereunder details of the Construction Manager and General Foreman's experience in work of a similar nature to that for which their Tender is submitted. Detailed, project specific CV's to be included in this Schedule. Failure to do so during tender phase will lead to disqualification of tenderer.

Construction managers must have successfully **completed** (please note that current projects will not be included in the evaluation) at least 5 projects of a similar scope and nature in the last 10 years to score full marks on this criterion. Projects of a similar scope and nature is regarded as: The Construction of Civil Engineering services, Earthworks and Building Structures. Please note that no tenderer will be contacted to clarify any experience or construction equipment, or plant submitted with this bid. If insufficient information is shown, the tenderer will **not** be contacted for clarification.

CONSTRUCTION MANAGER/SITE AGENT	**NAME**:			
CLIENT/CLIENT AGENT'S NAME AND CONTACT DETAILS	**NATURE OF WORK**	**POSITION HELD**	**VALUE OF WORK**	**YEAR COMPLETED**

GENERAL FOREMAN/CONSTRUCTION SUPERVISOR	NAME: ……			
CLIENT/CLIENT AGENT'S NAME AND CONTACT DETAILS	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 16:Schedule of construction equipment

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 17:Preliminary programme (for information purposes only)

The tenderer shall attach two preliminary programs to this schedule. The first program must include all the items in the Bill of Quantities that make up the planned scope of works (all items **excluding** the "Rate Only" items)
The second program must include all the items in the Bill of Quantities, **including** the "Rate Only" items.

These programs shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also consider the additional requirements stated in the Project Specifications when drawing up the programs.

Details of the preliminary programs shall be appended to this Schedule.

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 18:Proposed work plan

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work and has good insight as to what actions or activities are required to comply with the Employer's objectives.

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

Schedule 19:Schedule of estimated monthly expenditure

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10.	R
11.	R
12.	R
SUBTOTAL	R
CONTINGENCIES (5%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

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

Schedule 20:Schedule of sub-contractors

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

Local Sub-Contractors must be utilized.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 21:Health and Safety plan

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 22:Proposed deviations and qualifications by tenderer

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

Schedule 23:Preference Schedule: Measuring B-BBEE in the construction sector (2017)

Preference schedule to be used in terms of the amended codes for measuring Broad-Based Black Economic Empowerment in the construction sector (2017)

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

ContractError! Bookmark not defined. The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999.

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

2.1. accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;

2.2. not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;

2.3. accept that a contract may not be awarded if the price offered is not market related;

2.4. accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;

2.5. accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the LANGEBERG MUNICIPALITY at the Supplier Management Unit located within the Tender Distribution Office 28 Main Street. (Tel 023 656 8200);

2.6. Accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);

2.7. accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the LANGEBERG MUNICIPALITY may have) in accordance with Section 3 below;

2.8. accept that the LANGEBERG MUNICIPALITY will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
2.9. accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
2.10. accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the Langeberg Municipality; and
2.11. immediately inform the Langeberg Municipality of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

3.1. disqualify the supplier from the quotation process;
3.2. recover costs, losses or damages the LANGEBERG MUNICIPALITY has incurred or suffered as a result of the supplier's or contractor's conduct;
3.3. cancel the contract in whole or in part and claim any damages which the LANGEBERG MUNICIPALITY has suffered as a result of having to make less favourable arrangements due to such cancellation;
3.4. restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the LANGEBERG MUNICIPALITY for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
3.5. forward the matter for criminal prosecution; and/or
3.6. financial penalties payable to the LANGEBERG MUNICIPALITY, as set out below.

Financial penalty for breach of Condition 2.2 in Section 2 above:
The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

Penalty = 0.5 x E (%) x P*

where:
E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%
P* = Value of the contract

Financial penalty for breach in terms of condition 2.6 in Section 2 above:
The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

Penalty = 5/100 x ($B\text{-}BBEE^{a}$ – $B\text{-}BBEE^{t}$) x P*

where:
$B\text{-}BBEE^{a}$ = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract
$B\text{-}BBEE^{t}$ = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation
P* = Value of the contract

Financial penalty for breach in terms of condition 2.10 in Section 2 above:
The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below applicable to the Code they wish to be evaluated against.

Table 1: Level of Contribution: Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.

Type of B-BBEE Contributor	Status (tick box(es) below)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 30% but less than 51% black-owned	☐
Exempted Micro Enterprise (EME), less than 30% black-owned	☐
Exempted Micro Enterprise (B-BBEE Status Level of Contributor[1]**)** ☐	☐
Qualifying Small Enterprise (B-BBEE Status Level of Contributor[1]**)** ☐	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor (B-BBEE Status Level of Contributor[1]**)** ☐	☐
Non-compliant contributor	☐

[1] If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

(5.1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works ☐

Note: Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

(5.2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

(i) the information furnished is true and correct;
(ii) the preference claimed is in accordance with the conditions of this schedule;
(iii) the supplier may be required to furnish documentary proof to the satisfaction of the LANGEBERG MUNICIPALITY that the BBBEE level of contributor as at the closing date is correct; and
(iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

_____ _____

Signature **Date**

_____

Name (PRINT)
(For and on behalf of the Supplier (duly authorised))

For official use.		
SIGNATURE OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	**2.**	**3.**

Schedule 24:Record of addenda to tender documents

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

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

Attach additional pages if more space is required.

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

Part C1: Agreements and Contract Data

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C1.1 Form of Offer and Acceptance

Offer

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

TENDER NO. 34/2022: CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1, PHASE 1

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

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

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

Rand……

……(in words);

R……(in figures)

This offer may be accepted by the employer by signing the acceptance part of this *Form of Offer and Acceptance* and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s): …… ……

Name(s): …… ……

Capacity: …… ……

Name of organization/tenderer: ……

Address of organization/tenderer: ……

……

Name and signature of witness: ……Date: ……

[^FOR THE TENDERER^]

For official use.		
INITIALS OF MUN. OFFICIALS AT TENDER OPENING		
1.	**2.**	**3.**

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

CONTRACT TO BE COMPLETED AT ACCEPTANCE STAGE

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor**)** shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	**Employer**	**Contractor**
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum (incl. tax)		
Accepted contract duration		
Signed (who by signature hereto warrants authority)		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

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

1 Subject . . . . . .

Details . . . . . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

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4 Subject . . . . . .

Details . . . . . .

. . . . . .

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ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

C1.2 Contract Data (Part 1)

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer and Employer's Agent.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 113 shall not apply to this Contract and shall be replaced with the documents bound into this Contract Document.

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

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

a) the Form of Offer and Acceptance,
b) the Contract Specific Data within the Contract Data,
c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
d) the Scope of Work,
e) the Pricing Data,
f) the Drawings, and
g) the conditions of tender, the tender data, and tender schedules

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

CONTRACT SPECIFIC DATA

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

Clause 1.1.1.2:

Add the following after "Bill of Quantities":

, also referred to as Bills of Quantities,

Clause 1.1.1.13:

The Defects Liability Period is **12** months.

Clause 1.1.1.14:

The time for achieving Practical Completion is as per the Contractor's tendered duration (to be approved by Engineer), inclusive of the 14-day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1). Practical Completion must preferably be reached before the end of the Municipality's Financial Year.

Clause 1.1.1.15:

The **Employer** is the LANGEBERG MUNICIPALITY, represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: LANGEBERG MUNICIPALITY

and is referred to in the Contract documents by the terms "Employer", "LANGEBERG Municipality" or "Council" as the context provides.

Clause 1.1.1.16:

The **Employer's Agent**, referred to in the Contract documents, is the firm of WEC-Consult (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing.

The name of the Employer's Agent is: WEC-Consult (Pty) Ltd or their successors duly appointed by the Employer,

and is referred to in the Contract documents by the terms "Employer's Agent", "WEC-Consult" or "Engineer" as the context provides.

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following Clauses after Clause 1.1.1.34:

1.1.1.35 "**Drawings**" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36 "**Letter of Notification**" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

1.1.1.37 **"Intellectual Property"** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 1.2.1.2:

The address of the Employer is:

Physical address: Municipal Offices
28 Main Street,
Ashton
6715

Postal address: Private Bag X2
Ashton
6715

E-mail address: nalbertyn@langeberg.gov.za

Clause 1.3:

Delete Clause 1.3.5 in its entirety and replace with the following:

1.3.5 Intellectual Property

1.3.5.1 The Contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

1.3.5.2 The Contractor hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

1.3.5.3 The Contractor shall be deemed to have given the Employer a non-terminable, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor's documents, including making and using modifications of such documents for further work required to the Works.

1.3.5.4 The Contractor shall, and warrants that it shall:

1.3.5.4.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

1.3.5.4.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

1.3.5.4.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

1.3.5.4.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the contractor from time to time;

1.3.5.4.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.5.4.1 to 1.3.5.4.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

1.3.5.5 The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.

1.3.5.6 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the contractor and no copies thereof shall be retained by the contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following Clause after Clause 1.3.6:

1.3.7 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised**, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the LANGEBERG MUNICIPALITY's website.

1.3.8 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

Clause 2.4

Add the following at the end of the clause:

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:

a) the Form of Offer and Acceptance,
b) the Contract Specific Data within the Contract Data,
c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
d) the Scope of Work,
e) the Pricing Data,
f) the Drawings, and

PROJECT NOT TO BE ADVERTISED AT THIS COMPLETED STAGE

g) the conditions of tender, the tender data, and tender schedules

Clause 3.1

Delete clause

Clause 3.2.2

Add the following at the end of the clause:

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Agent must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

Clause 3.2.3:

The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract or Contract Data:

a) Clause 3.3.1 Nomination of Employer's Agent's Representative
b) Clause 3.3.4 Employer's Agent's authority to delegate
c) Clause 5.8.1 Non-working times
d) Clause 5.11.2 Suspension of the Works
e) Clause 5.12.4 Acceleration instead of extension of time
f) Clause 6 All actions in terms of the clause subject to 3.2.2 of Contract Data.
h) Clause 6.10.10 Advance payment, for items not listed in the Advance Payment Schedule.
i) Clause 10.1.5 All actions in terms of the clause subject to 3.2.2 of Contract Data.
j) Other requirements.

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Clause 3.3.2.2.3:
Delete the words "oral or" from the clause

Clause 3.3.2.2.4:
Delete the words "oral or" from the clause

Clause 4.1:

Add the following Clause after Clause 4.1.2:

4.1.3 Where the Contract is based on an alternative tender offer submitted by the Tenderer/Contractor, he shall, notwithstanding acceptance of the offer by the Employer, be liable for any deficiency in the alternatives proposed, for any costs in ensuring that the alternatives meet the Employer's standards and requirements, and for any loss or damage arising out of such error or deficiency.

Clause 5.3.1:

The documentation required before commencement with Works execution is:

a) Approved Health and Safety Plan (Refer to applicable clause in the Health and Safety Specification in Part C3.5 in the Scope Work)
b) Initial programme (Refer to Clause 5.6)
c) Security (Refer to Clause 6.2)
d) Evidence of Insurance (Refer to Clause 8.6)
e) Occupational Health and Safety Agreement (Part C1.5 in Agreements and Contract Data)
f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3)
g) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)
h) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)

Add the following to Clause 5.3.1:

Such instruction shall, where applicable, also be subject to the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 5.3.4 below.

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is within **14** days.

Clause 5.3.3:

Add the following to Clause 5.3.3:

Notwithstanding the above, where a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

Clause 5.3.4:

Add the following Clause after Clause 5.3.3:

5.3.4 Application for Construction Work Permit

Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work, the employer shall do so as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works and this in turn causes a delay to Practical Completion by more than 60days, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of a unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Clause 5.4.2:

Access to, and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following Clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site.

Clause 5.6.2.3:

Insert the following after "…approvals,":

…permits,

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

a) All gazetted public holidays.

b) Year-end break(s) not exceeding 15 working days in duration (commencing mid-December and ending early January as published by SAFCEC)

Clause 5.12.2.2:

Add the following to Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

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Clause 5.13.1:

The penalty for failing to complete the Works is **R5 000** per day.

Insert the following after "actual date of Practical Completion":

… or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,

Clause 5.16.3:

The latent defects period is **10** years.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the precise wording of the document included in Part C1.3 of the Contract Data: **Form of Performance Guarantee**, and it shall be issued by a financial institution approved by the Employer at the date when the guarantee is issued. The list of approved financial institutions current at the date of tender is attached to the **Form of Performance Guarantee**.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety and replace with the following:

If, it is determined that this Security, as per Clause 6.2.1, is fraudulent or not valid for any reason unknown to the Employer or Employer's Agent, it shall be confirmed that the Contractor has failed to provide the Security requested in Clause 6.2.1 and that the Employer shall be entitled to immediately select a Security, comprised of an additional ten percent (%) retention of the value of the Works. Further to the aforementioned, the Employer may take the necessary legal proceedings against the Contractor if it was determined that the Contractor submitted fraudulent security documents to the Employer's Agent, without limiting the Employer's right to terminate the Contract in terms of Clause 9.2.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%**

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore, if as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

Similarly, if as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Manager: Supply Chain Management if such was not included in the bid documents.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values for "Concrete works" and/or "Roads and earthworks":

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The value of "x" is 0,10.

The values of the coefficients for "Concrete works" are:

a = 0,25 b = 0,15 c = 0,55 d = 0,05

The values of the coefficients for "Roads and earthworks" are:

a = 0,21 b = 0,27 c = 0,42 d = 0,10

The base month is the sixth month after the tender closing date.

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa.

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa..

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general **(excluding bitumen)**," as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

The amount "Ac" shall be sub-divided into Ac_1 and Ac_2, as appropriate, and each of these shall be multiplied by its Contract Price Adjustment Factor (CPAF), with the resultant amounts added together to produce the adjustment as envisaged in the CPA Schedule:

where

Ac_1 is the proportion of Ac applicable to "Concrete works", and
Ac_2 is the proportion of Ac applicable to "Roads and earthworks"

and where

$Ac_1 = T_1 – S_1 – D_1 – E_1 – G_1 – Ap_1$, and
$Ac_2 = T_2 – S_2 – D_2 – E_2 – G_2 – Ap_2$

in which formulae the values associated with the symbols T_1 and T_2…. Ap_1 and Ap_2 shall be applicable to the proportions of T ….. Ap in "Concrete works" and "Roads and earthworks", respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T_1 and T_2 respectively.

where

Ac_1 is the proportion of Ac applicable to "Concrete works", and
Ac_2 is the proportion of Ac applicable to "Roads and earthworks"

and where

$Ac_1 = T_1 – S_1 – D_1 – E_1 – G_1 – Ap_1$, and
$Ac_2 = T_2 – S_2 – D_2 – E_2 – G_2 – Ap_2$

in which formulae the values associated with the symbols T_1 and T_2…. Ap_1 and Ap_2 shall be applicable to the proportions of T ….. Ap in "Concrete works" and "Roads and earthworks", respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T_1 and T_2 respectively.

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Clause 6.8.3: Variation in the cost of special materials

Price adjustment for variations in the cost of special materials is provided for in the Special Materials Schedule at the end of this Part 1: Contract Data provided by the Employer.

*Clause 4.2 of the **Contract Price Adjustment Schedule***
Delete the words "by the Contractor" that appear after "…. entered in the Contract Data"

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10.1.5:

Delete Clause 6.10.1.5 in its entirety and replace with the following:

6.10.1.5 The value of Plant and materials:

6.10.1.5.1 up to a percentage limit of **80%** for the Plant and materials referred to in Clause 6.9.1.1 brought on to the Site but not yet built into the Permanent Works;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials;

6.10.1.5.2 which have been manufactured and are stored at places other than the Site, in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

6.10.1.5.3 for which a deposit with order is required from the Contractor by a manufacturer/supplier, only in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

The terms and conditions for advance payment are set out in Clause 6.10.10 and in the Advance Payment Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 6.10.1.7:

Add the following after the words "Clause 5.13":

or any other fines or penalties that become due under the Contract.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted, unless specifically requested in writing by the Employer.

Clause 6.10.4:

Add the following to the last sentence of Clause 6.10.4:

…, dated as at the date of delivery of the Contractor's statement to the Employer's Agent.

Add the following to Clause 6.10.4:

Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

The Contractor may submit a fully motivated application regarding more frequent payment to the Employer's Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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Clause 6.10.10:

Add the following Clause after Clause 6.10.9:

6.10.10 Advance payment

Subject to Clauses 6.10.1.5.2 and 6.10.1.5.3, and the Advance Payment Schedule, the Employer shall make an advance payment for Plant and materials stored at places other than the Site, or in respect of which a deposit with order is required, only once the Contractor has submitted an advance payment guarantee in accordance with this Clause, the authenticity of which has been verified by the LANGEBERG Municipality's Treasury Department..

Unless and until the Employer receives this guarantee, the following paragraphs shall not apply.

The Employer's Agent shall issue an Interim Payment Certificate for, or including, advance payment after receiving a statement under Clause 6.10.1 and after the Employer has received a guarantee in an amount equal to the advance payment requested. This guarantee shall be issued by a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: **Form of Advance Payment Guarantee** and shall come into force, be administered and expire in terms thereof**.**

The Employer shall return the guarantee to the Contractor within 14 days after the expiry date.

The provision of the Advanced Payment Guarantee shall be at the Contractor's cost.

The term "deposit" or "deposit with order" used in the context of this Clause and elsewhere by reference to this Clause, means a sum payable by the Contractor to a manufacturer/supplier prior to the manufacture of an item of Plant or material, required at the time of placing an order, the balance of the value of the item being payable later.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R0.00 (Nil).**

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R20 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Clause 8.6.5:

Delete the following from Clause 8.6.5:

"and the terms thereof shall be subject to the approval by the Employer, which approval shall not be unreasonably withheld."

Clause 8.6.6:

Replace clause 8.6.6 with the following:

The Contractor shall provide evidence in the form stated in the contract data to the Employer's Agent that the required insurances are effected and that all premiums thereunder have been paid.

Clause 9.1:

In Clause 9.1.6 replace "and 9.1.3" with:

, 9.1.3 and 9.1.7

Add the following Clause after Clause 9.1.6:

9.1.7 Death of Sole Proprietor/Member

Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.

9.1.8 Material Irregularity during procurement process

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.

9.1.9 Reputational risk or harm to the Employer

The Employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the LANGEBERG Municipality as a result of (inter alia):

9.1.9.1 reports of poor governance and/or unethical behaviour;
9.1.9.2 association with known family of notorious individuals;
9.1.9.3 poor performance issues, known to the Employer;
9.1.9.4 negative social media reports; or
9.1.9.5 adverse assurance (e.g. due diligence) report outcomes.

Clause 9.2.1:

Add the following Clauses after Clause 9.2.1.3.8:

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Add the following Clause after Clause 9.2.3:

9.2.4 Employer's Elections in case of Insolvency

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

9.2.4.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or

9.2.4.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 10:

Clause 11 Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

SPECIAL MATERIALS SCHEDULE

Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall be furnished by the tenderer/contractor. Only those materials listed by the Employer below shall be considered as special materials.

Special Material	Unit	Base Price
None		

Conditions:

1) When called upon to do so, the contractor shall substantiate the prices to be used to determine the adjustment in respect of the special materials listed above with acceptable documentary evidence.
2) In the case of bituminous products, the Employer has provided, in the schedule above, a base rate for bitumen upon which the tendered rates will be deemed to be based, and which will be used for determining the adjustment in the price of such bituminous products.
3) Where an adjustment for the variation in the price of bituminous products is claimed, the claim must be substantiated by a declaration from the manufacturer, confirming the source of bitumen used in such bituminous products at the time in question.
4) Where the source of bitumen (the refinery) is located in the Western Cape Province, or where bitumen sourced from abroad is landed at a port in the Western Cape, the cost of transporting such bitumen within the boundaries of the Western Cape shall be included in the rate for bituminous products. Extra-over rates to cover the cost of transporting bitumen from beyond the borders of the Western Cape have been measured separately in the Bill of Quantities.
5) Where imported bitumen used in bituminous products is landed at a port beyond the borders of the Western Cape, the importers must clearly state whether or not their price is inclusive of transport to the Western Cape, which will determine whether extra-over transport costs are applicable, or not. The price of the imported bitumen itself must be expressed as a landed price in ZAR.

ADVANCE PAYMENT SCHEDULE

This Advance Payment Schedule is to be read in conjunction with Clauses 6.10.1.5.2, 6.10.1.5.3 and 6.10.10 in the Contract Specific Data. The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.

The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.

Plant and materials which have been manufactured and are stored at places other than the Site:	**Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:**
Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

Conditions:

1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor.
2) Advance payment for the purposes of deposits will only be provided up to a limit of 20% of the value of any one item being claimed.
3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the advance payment guarantee.
4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item.

C1.2 Contract Data (Part 2)

Data provided by the Contractor

The name of the Contractor is ……

The address of the Contractor is

Physical Address : …… Postal Address : ……

…… ……

…… ……

…… ……

…… ……

Telephone : …… Fax: ……

email : ……

CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor's annual holiday period	Start date		End date

C1.3 Form of Performance Guarantee

PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The Langeberg Municipality, DIRECTORATE.

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: "34/2022": CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1 .....

"Site" means: The site as defined in the Contract Data.

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue by the Employer's Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

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

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the LANGEBERG Municipality:

National Banks:
ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):
Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:
ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

C1.4 Form of Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The Langeberg Municipality, DIRECTORATE.

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: TENDER NO. "34/2022" - CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

"Site" means: The site as defined in the Contract Data.

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

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: The date of the payment certificate wherein the Plant and materials have been certified by the Employer's Agent as having been built into the Permanent Works.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates and Final Payment Certificate.

ADVANCE PAYMENT GUARANTEE

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

2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Advance Payment Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Advance Payment Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

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Schedule of Plant and materials

For use with Advance Payment Guarantees on contracts using the General Conditions of Contract for Construction Works, Third Edition, 2015.

Employer The Langeberg Municipality, DIRECTORATE

Contractor ……..

Works Contract No. and Title……

Payment Certificate No. …….

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bill of Quantities item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c
Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum R							

Signed at …….. on the ……..day of……..20……..

…….. ……

for the Contractor As witness

……

Approved by Employer's Agent

C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE LANGEBERG MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

……..,
(Contractor/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, ……., representing

……., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all construction equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: …….

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at .....on the.....day of.....20…….

_____ _____
Witness **Mandatary**

Signed at .....on the.....day of.....20…….

_____ _____
Witness for and on behalf of LANGEBERG Municipality

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: "34/2022"

CONTRACT TITLE: CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

I/ we, ...{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.

2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, construction equipment, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.

3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.

4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:

4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences

4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

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

C1.7 Insurance Broker's Warranty

Pro Forma

Logo

Letterhead of Contractor's Insurance Broker

Date _____

LANGEBERG MUNICIPALITY
Municipal Manager
PRIVATE BAG X2
ASHTON
6715
TEL: 023 626 8200

Dear Sir

CONTRACT NO.: "34/2022"

CONTRACT TITLE: CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the LANGEBERG MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

PART C2: PRICING DATA 105

C2.1 PRICING ASSUMPTIONS 106
C2.2 BILLS OF QUANTITIES 108

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".

2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Bills of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

7. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

9. The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

(a) an alternative item or material is contemplated:
(b) variations of specified components in the make-up of a pay item may be expected; and
(c) no work under the item is foreseen at the tender stage but the possibility that such work may be required is not excluded.

For “Rate Only” items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Purchaser may regard as unbalanced.

10. Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with the Contract Specifications. The Purchaser reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

    The Tenderer shall not under any circumstance whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Purchaser before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.

11. Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Purchaser’s Agent at the tender evaluation stage, as set out in the Condition of Tender and the Tender Data

12. Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

13. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m2	=	square metre	No.	=	number
m2.pass	=		square metre-pass	sum =	lump sum
ha	=	hectare	MN	=	meganewton
m3	=	cubic metre	MN.m	=	meganewton-metre
m3.km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

14. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

15. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.

16. All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase “or equal approved”

17. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.

The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment:

NO.	BILL	CPA CATEGORY
1.	NONE	

C2.2 Bills of Quantities

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT"

SCHEDULE A : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
A	SANS 1200 A	SCHEDULE A : PRELIMINARY AND GENERAL					
A.1	8.3	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS					
A.1.1	8.3.1	Contractual Requirements	Sum	1			
A.1.2	PSA 8.2	Contractor's obligations in respect of Health and Safety	Sum	1			
	8.3.2	Establishment of Facilities on the Site					
	8.3.2.1	Facilities for Engineer					
A.1.3		c) Nameboard x 1	Sum	1			
	8.3.2.2	Facilities for Contractor					
A.1.4		a) Offices and storage sheds	Sum	1			
A.1.5		b) Workshops	Sum	1			
A.1.6		d) Living accomodation	Sum	1			
A.1.7		e) Ablution and latrine facilities	Sum	1			
A.1.8		f) Tools and equipment	Sum	1			
A.1.9		g) Water supplies, electrical power and communication	Sum	1			
A.1.10	PSA 5.5	h) Dealing with water	Sum	1			
A.1.11	5.8	i) Access	Sum	1			
A.1.12	8.3.3	Other fixed-charged obligations	Sum	1			
A.1.13	8.3.4	Removal of Site Establishment	Sum	1			
TOTAL CARRIED FORWARD							

SCHEDULE A : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
A.2	8.4	SCHEDULED TIME-RELATED ITEMS					
A.2.1	8.4.1	Contractual Requirements	Sum	1.000			
	8.4.2	Operation and Maintenance of facilities on Site, for Duration of Construction, except where otherwise stated					
	8.4.2.1	Facilities for Engineer					
A.2.2		c) Nameboard x 1	Sum	1.000			
A.2.3		d) Survey assistants and materials	Sum	1			
	8.4.2.2	Facilities for Contractor					
A.2.4		a) Offices and storage sheds	Sum	1.000			
A.2.5		b) Workshops	Sum	1.000			
A.2.6		d) Living accomodation	Sum	1			
A.2.7		e) Ablution and latrine facilities	Sum	1.000			
A.2.8		f) Tools and equipment	Sum	1.000			
A.2.9		g) Water supplies, electric power and communications	Sum	1.000			
A.2.10	PSA 5.5	h) Dealing with water	Sum	1.000			
A.2.11	5.8	i) Access	Sum	1			
	PSA 8.9	Comply with the Health and Safety Act					
A.2.12	PSA 8.9.1	Health and Safety Measures	Sum	1.000			
A.2.13	PSA 8.9.2	Health and safety Plan	Sum	1.000			
A.2.14	PSA 8.9.3	Health and Safety File	Sum	1.000			
A.2.15	8.4.3	Supervision for Duration of Construction	Sum	1.000			
A.2.16	8.4.4	Company and Head office Overhead Costs for the Duration of the Contract	Sum	1.000			
		Standing time costs					
A.2.17	PSA 8.4.8	a) Plant	day	1			
A.2.18	PSA 8.4.8	b) Labour	day	1			
TOTAL CARRIED FORWARD							

SCHEDULE A : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
A.3	8.7	DAY WORKS					
A.4		LABOUR					
A.4.1	PSA 8.7	a) Unskilled labour	h	10			
A.4.2	PSA 8.7	b) Semi skilled labour	h	10			
A.4.3	PSA 8.7	c) Skilled labour	h	10			
A.5	8.8	TEMPORARY WORKS					
A.5.1	8.8.2	Deal with traffic as per SA road traffic Manual Chapter 13 (Approved by Engineer)	Sum	1.000			
	8.8.5	Cost of survey in Terms of the Land Survey Act					
A.5.2		a) Trigonometrical survey and plot boundary pegs - locate and record	Sum	1.000			
	8.8.4	Existing services					
A.5.3	8.8.4	c) Excavate by hand in soft material to expose existing services	m^3	20.00			
A.5.4	8.8.4	d) Temporary protection of existing services	Sum	1.000			
TOTAL CARRIED FORWARD TO SUMMARY							

SCHEDULE B : SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
B	SANS 1200 C	SCHEDULE B : SITE CLEARANCE					
B.1		CLEAR SITE					
B.1.1	8.2.1	Clear and grub Site including trees and stumps up to 1m grith (Entire road reserve)	m²	21,700.0			
B.1.2	8.2.10	Remove topsoil to nominal depth of 150mm and stockpile	m²	21,700.00			
B.1.3		Extra over above to reinstate the topsoil from stockpile on berms	m³	3,700.00			
TOTAL CARRIED FORWARD TO SUMMARY							

SCHEDULE C : ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
C		SCHEDULE C : ROADWORKS					
C.1	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)					
	8.3.3	Treatment of Roadbed					
C.1.1	8.3.3	a) Roadbed preparation and compaction of material to minimum of 95% MOD AASHTO density	m³	470.00			
	8.3.7	Cut to Stockpile					
		a) Excavate in all materials and use for embankment, backfill or dispose as directed					
C.1.2		i) Cut to Fill compacted to 90% MOD AASHTO	m³	2,400.00			
		b) Extra-over Items and for:					
C.1.3		b) Intermediate excavation	m³	500.00			
C.1.4		c) Hard Rock excavation	m³	30.00			
C.1.5		d) Boulder excavation Class A	m³	10.00			
	8.3.8.2	Dealing with services that are at risk because of the construction of earthworks					
C.1.6		a) Cables (Electrical)	No	4			
C.1.7		c) Temporary protection of water pipelines	No	4			
C.1.8		c) Temporary protection of sewer pipelines	No	4			
	8.3.13	Surface finishes					
C.1.9		a) Trim shape and roll verge	m²	6,200			
C.2	SANS 1200 ME	SUBBASE					
	8.3.3	Construct Subbase with material from commercial sources					
C.2.1		G5 Natural gravel material compacted to 98% of MOD AASHTO density	m³	450.00			
TOTAL CARRIED FORWARD TO SUMMARY							

SCHEDULE D: STORMWATER DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
D	SANS 1200 DB	EARTHWORKS					
D.1	SANS 1200 DB	EARTHWORKS (OPEN STORMWATER CHANNELS)					
		a) Excavate in all materials and use for embankment, backfill or dispose as directed					
D.1.1		i) Cut to Fill compacted to 90% MOD AASHTO	m³	300			
	8.3.2	b) Extra - over item (a) above for:					
D.1.2		1) Intermediate excavation	m³	16.00			
D.1.3		2) Hard rock excavation	m³	5.00			
D.2	SANS 1200 DB	EARTHWORKS (STORMWATER PIPES)					
	8.3.2	a) Excavate in all materials for trenches, backfill and dispose of surplus material					
		For pipes with nominal dia up to 450mm					
		Over and Up to					
D.2.1		0,0m 1,5m	m	60.00			
D.2.2		1,5m 2,5m	m	20.00			
	8.3.2	b) Extra - over item (a) above for:					
D.2.3		1) Intermediate excavation	m³	16.00			
D.2.4		2) Hard rock excavation	m³	5.00			
D.3	SANS 1200 LB	BEDDING (PIPES)					
	8.2.2.3	Provision of Bedding by Importation from Commercial					
D.3.1		a) Selected granular material	m³	50.00			
D.3.2		b) Selected fill material	m³	20.00			
D.4	SANS 1200 LE	STORMWATER DRAINAGE					
	8.2.1	Supply, handle, lay, bed in Class B bedding, concrete pipe with spigot and socket joints					
D.4.1		b) 300 mm diameter Class 100D	m	80.00			
D.4.2		b) 375 mm diameter Class 50D	m			Rate Only	
	8.2.8	a) Manholes complete as per drawings no. 21-LM-045-G702					
		Over and Up to					
TOTAL CARRIED FORWARD							

SCHEDULE D: STORMWATER DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
D.4.3		0,0m 1,5m	No	1.00			
D.4.4		1,5m 2,5m	No	1.00			
	8.2.9	Headwalls					
D.4.5		a) Construct Headwall as per detail drawing no: 21-LM-045-G702(All inclusive)	No.	10.00			
D.4.6		Construct a 75mm thick stone pitching surface stormwater drain as per drawing no:21-LM-045-SW301 (All Inclusive)	m	20.00			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION E: DETENTION PONDS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
E		SECTION 4: DETENTION POND					
E.1	SANS 1200 D	**BULK EARTHWORKS**					
		a) Excavate in all material and use for embankment, backfill or dispose as directed.					
E.1.1	PSD 8.3.2	i) Cut to Fill	m³	185.00			
E.1.2	PSD 8.3.2	ii) Cut to Spoil off site and dispose at approved dump site.	m³	5			
E.1.3	PSD 8.3.2	iii) Cut to Stockpile and maintain	m³	5			
		b) Extra-over for:					
E.1.4		1) Intermediate excavation	m³	50.00			
E.1.5	8.3.2	2) Hard Rock	m³	50			
E.2	SANS 1200 LE	STORMWATER POND OUTLET STRUCTURE					
E.2.1	PSLE 8.2.17	Construct detention pond outlet structure as per drawing nr. 21-LM-045-G701	No	1			
TOTAL CARRIED FORWARD TO SUMMARY							

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

SUMMARY OF SCHEDULE(S) OF QUANTITIES

SECTION A: PRELIMINARY AND GENERAL	**R** ……
SECTION B: SITE CLEARANCE	**R** ……
SECTION C: ROADWORKS	**R** ……
SECTION D: STORMWATER RETICULATION	**R** ……
SECTION E: DETENTION PONDS	**R** ……

A: TOTAL OF SCHEDULE(S) (SUM OF SECTION 1 to SECTION 17)	**R** ……
B: CONTINGENCIES (The sum provided is under the direct control of the Engineer And may be partially or totally excluded) (10**%** of TOTAL A above)	**R** ……
C: CONTRACT PRICE ADJUSTMENT (The sum provided is in terms of Subclause 6.8.2 of the General Conditions of Contract)	**R** ……NIL…….
D: TOTAL (A+B+C)	**R** ……
E: TOTAL VALUE ADDED TAX (15%) ON (D) ABOVE	**R** ……
F: CONTRACT PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER (D+E)	**R** ……

I/We, the undersigned, do hereby declare that these are the properly priced Bill / Schedules of Quantities forming part of this Contract Document containing Pages in consecutive order upon which my/our Tender for **Contract No.: "34/2022" - CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1** has been based.

My/our total Contract Price for these work and above items (Total P) is (in words):

……

……

……

……

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

DECLARATION (In respect of completeness of Tender)

Langeberg Municipality
28 Main Street,
Ashton

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 192 pages plus 8 BOQ pages in consecutive order upon which my/our tender for **TENDER NO. "34/2022": CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1** has been based . If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

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

Part C3: Scope of Work

PART C3: SCOPE OF WORK 119

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C3.3 PROCUREMENT 125
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C3.6 ANNEXES 179

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

- Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
- Particular Specifications
- SANS Standardised Specifications
- Drawings

C3.1 Description of the Works

CONTENTS

3.1.1 EMPLOYER'S OBJECTIVES
3.1.2 OVERVIEW OF THE WORKS
3.1.3 EXTENT OF THE WORKS
3.1.4 LOCATION OF THE WORKS
3.1.5 TEMPORARY WORKS
3.1.6 CONSTRUCTION TIME PERIOD
3.1.7 CONTRACTOR'S CAMP SITE, POWER SUPPLY AND SERVICES
3.1.8 CONSTRUCTION IN CONFINED AREAS
3.1.9 WATER FOR CONSTRUCTION PURPOSES
3.1.10 FEATURES REQUIRING SPECIAL ATTENTION
3.1.11 ENVIRONMENTAL REQUIREMENTS
3.1.12 MONTHLY STATEMENT AND PAYMENT CERTIFICATE

3.1.1 EMPLOYER'S OBJECTIVES

Ashton is situated approximately 172km north of Cape Town along the N1 highway. It is a relatively small settlement about 21km away from the main town in the Langeberg Municipal area, Robertson.

The upgrading of the Silo's Cemetery will increase the available graves for the community of Ashton.

3.1.2 OVERVIEW OF THE WORKS

The preferred option is the redevelopment of the remainder of Erf 71 of 158(Erf RE71/158) to extent the existing capacity of 1087 graves with an additional 10 000 graves.

3.1.3 EXTENT OF THE WORKS

- Construction of new gravels roads on the existing contours of erf 71
- Construction of open stormwater channels
- Construction of Stormwater headwalls and manholes with pipework
- Construction of new stormwater retention dam

3.1.5 TEMPORARY WORKS

The provision of temporary access to the different sites.

3.1.6 CONSTRUCTION TIME PERIOD

The time period specified for completion by the Engineer, as stated in the Contract Data in terms of Clause 1.1.1.14 of the Conditions of Contract, is determined by the contractor and should be inclusive of all special non-working days and year end break (builder's holidays). The Contractor shall plan and programme his construction sequence for completion within the time period specified.

3.1.6.1 Construction work programme

The Contractor shall take note of various factors contained in these specifications, which will have a significant influence on the compilation of the construction work programme.

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

The Client requires work to be completed before the end of the financial year.

3.1.7 CONTRACTOR'S CAMP SITE, POWER SUPPLY AND OTHER SERVICES

The Contractor will be permitted to use the area on or near the site for the establishment of a camp site and office accommodation for his construction personnel. The choice of all sites for the establishment of camps is subject to the approval of the Engineer.

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

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

3.1.8 CONSTRUCTION IN CONFINED AREAS

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

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

The environment needs to be respected during the construction stage. The footprint must be discussed before the start of construction and no construction or movement of vehicles should take place outside these allocated areas.

3.1.9 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates. The raw borehole water cannot be used for concrete mixing purposes, only treated borehole water will be accepted.

3.1.10 FEATURES REQUIRING SPECIAL ATTENTION

3.1.10.1 Existing Services

Any work requiring the excavation of existing road pavements, sidewalks and verges will require the necessary wayleaves be obtained from the relevant service authorities (Telkom, Electrical Department / Eskom, Roads & Stormwater Department, Waterworks Department and Drainage & Sewerage Department).

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

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

The Contractor shall comply with the requirements of the Project Specifications in Part B of C3.4.

The contractor needs to walk through the erf with the owner or authorised person, take photographs of the condition before work. Upon completion, the erven need to be handed back to the owner or authorised person in a similar or better state.

3.1.10.2 Health and Safety Plan

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

3.1.10.3 Standard of Materials, Workmanship, Testing and Performance

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

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

3.1.10.4 Weatherproof Protection for Workers

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

3.1.10.5 Night Work and Work on Public Holidays

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

3.1.11 ENVIRONMENTAL REQUIREMENTS

The Contractor shall take particular note of the environmental requirements contained in the Works Specifications.

The Contractor shall take every precaution to avoid damage to vegetation within that area which falls outside the designated work area is indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials will not be permitted without the written consent of the Engineer. Excess material from excavations and waste material shall be spoiled off site at suitable locations.

3.1.12 MONTHLY STATEMENTS AND PAYMENT CERTIFICATES

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format.

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

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

The contractor must together with the monthly statement, submit to the Engineer the reporting on the local labour used during construction. This must occur for each month. Failure by the contractor to submit the reports will lead to failure to process the payment certificate.

C3.2 Engineering / Design

CONTENTS

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
3.2.2 EMPLOYER'S DESIGN
3.2.3 DESIGN BRIEF
3.2.4 DRAWINGS
3.2.5 DESIGN PROCEDURES

DESIGN SERVICES AND ACTIVITY MATRIX

Concept, feasibility, and overall process (WEC)	-	Employer
Basic engineering and detail layouts to tender stage (WEC)	-	Employer
Final design approved for construction stage (WEC)	-	Employer
Temporary Works and Wayleaves (WEC)	-	Contractor
Completion of all works (WEC)	-	Contractor
Preparation of as-built data (WEC)	-	Contractor

3.2.2 EMPLOYER'S DESIGN

The Employer's Agent is responsible for the design of all permanent works.

3.2.3 DESIGN BRIEF

Not applicable to this contract.

3.2.4 DRAWINGS

The Contractor will be responsible for detailed shop drawings and construction details for the Sectional Steel Tanks to be submitted to the Employer's Agent for approval before commencing with manufacturing and installation of the works.

The drawings listed below are attached to give an overview of the project. Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/ Employer on commencement date and thereafter from time to time as required.

The drawings that form part of the tender document are to be used for tender purposes only. On award of the Contract, the successful bidder will receive three (3) sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

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

Any information in possession of the Contractor that the Engineer requires in order to complete his as-built drawings shall be supplied to the Engineer before a Certificate of Completion will be issued.

The following drawings are applicable to the contract and are issued with this tender document and will form part of the Contract Documents.

Table 3.2.4.1: List of Drawings		
CONSULTANT'S DRAWING NUMBER	**DESCRIPTION**	**REVISION**
PLEASE REFER TO PART C7 OF THIS DOCUMENT FOR A LIST OF THE DRAWINGS ATTACHED		

3.2.5 DESIGN PROCEDURES

The only design responsibility assigned to the Contractor under this contract is for the design work related temporary works and support of excavations. There is no requirement to submit these designs to the Employer or the Employer's agent for approval. Temporary works will however be inspected by the appointed Occupation Health and Safety Client Agent to ensure compliance with recognized industry norms and standards.

It is assumed that all temporary works designed and constructed by the Contractor has been designed and supervised by a competent person with the necessary qualifications and experience. It is also assumed the Contractor has the necessary indemnity insurance in place to cover for any liability that may occur as a result of the failure of such temporary works.

C3.3 Procurement

CONTENTS

3.3.1 PREFERENTIAL PROCUREMENT
3.3.2 SUB-CONTRACTING PROCEDURES

3.3.1. PREFERENTIAL PROCUREMENT

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

3.3.2. SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime costs items have been provided in the Bills of Quantities, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11

of the Tender Data. The Contractor must satisfy itself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in the conditions of contract.

C3.4 Construction

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3.4.1. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT"

CERTIFICATION BY RECOGNIZED BODIES

Not applicable to this contract.

AGRéMENT CERTIFICATES

Not applicable to this contract.

3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS

SANS 1200A	1986	General
SANS 1200AB	1986	Engineer's Office
SANS 1200AD	1986	General (Small dams)
SANS 1200C	1982	Site Clearance
SANS 1200D	1990	Earthworks
SANS 1200DA	1990	Earthworks (Small works)
SANS 1200DB	1989	Earthworks (Pipe Trenches)
SANS 1200DE	1984	Small earth dams
SANS 1200DM	1981	Earthworks (Road and Subgrade)
SANS 1200DK	1996	Gabions and Pitching
SANS 1200G	1982	Concrete (structural)

SANS 1200GA	1982	Concrete (Small works)
SANS 1200 GB	1984	Concrete (ordinary buildings)
SANS 1200 H	1990	Structural Steelwork
SANS 1200 HB	1985	Cladding and Sheeting
SANS 1200L	1983	Medium Pressure Pipelines
SANS 1200LB	1983	Bedding (Pipes)
SANS 1200LC	1981	Cable Ducts
SANS 1200LD	1982	Sewers
SANS 1200LE	1982	Stormwater Drainage
SANS 1200LF	1983	Erf Connections (Water)
SANS 1200M	1996	Roads (General)
SANS 1200ME	1981	Subbase
SANS 1200MF	1981	Base
SANS 1200MK	1983	Kerbing and Channelling

All work carried out, as well as equipment supplied, must fully meet and be in compliance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations (2014) issued in terms of Section 43 of the Act.

In addition, the latest revisions of the following statutory regulations, laws and obligations as pertaining specifically to any and all electrical work applicable to this specific project are applicable:

- The regulations of the local Supply Authority
- The regulations of the Client, being either Governmental, Municipal, Parastatal or Private
- Local fire regulations
- SANS 10400-A: 2010 – The application of the national building regulations, Part A: General principles and requirements

All references to “SABS” specifications shall be read as “SANS” in light of the recent changes by the South African Bureau of Standards. Where a SANS Standard does not exist or if not applicable, the relevant IEC or BS Standard shall be applicable. All applicable electrical instrumentation must be IP68.

a) The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.

b) Departures from and/or additions to specifications listed above are in shown in accordance with the numbering system of the standardised or particular specification. Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification and shall adhere to the following:

   (i) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.

   (ii) The standard specifications, which form part of this contract, may cover items not applicable to this particular contract and should be clarified with the Engineer if discrepancies are obvious.

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

3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

In certain instances, the Standard Specifications listed in 3.4.1 above allow a choice to be specified in the Scope of Work between alternative materials or methods of construction. Allowance is also made for additional requirements to be specified to suit each particular contract. Details of such alternatives of additions are contained in this part of the Scope of Works. In addition, it contains some supplementary specifications required for this particular contract. Subclauses referred to are those in the relevant Standardised Specification.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

PSA 2.4 Interpretations: Abbreviations

Add to subclause 2.4(b):

"The acronym 'MAMDD' referred to throughout the document stands for Modified AASHTO Maximum Dry Density."

Add after subclause 2.4(b):

"References to South African National Standards or SANS shall be interpreted as references to South African Bureau of Standards or SABS and the two terms are used interchangeably."

PSA 3.1 Materials: Quality

Substitute the second sentence of subclause 3.1 with:

"Materials shall bear the official mark of the appropriate standard"

Add to the end of the clause:

"The Contractor is responsible for the cost of all testing to ascertain that materials do comply with the specific minimum requirements of the applicable standards. No additional payment will be made for such verification tests.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours prior to the commencement of the tests and must allow time in his programme for necessary testing and processing of results. "

Substitute the second paragraph with the following:

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

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

Add the following Clauses after Clause 3.2:

PSA 3.3 Storage of materials

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

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

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

PSA 3.4 Handling of materials

"Materials should be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment. The Section Steel reservoir panels shall be lowered by means of suitable hoisting equipment and neatly stacked to the Supplier's specifications.

The Engineer shall have authority to forbid the transporting or handling of materials in a manner which, in his opinion, could cause damage."

PSA 5.1 Construction: Survey

Substitute the first paragraph in subclause 5.1.1 with the following:

"Setting out the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on construction drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancies must be immediately reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies not reported shall be the sole responsibility of the Contractor."

PSA 5.2 Watching, barricading, lighting and traffic crossings

Add the following to A 5.2:

"The crossings of all streets with services must be done in half widths as to accommodate the traffic to the residential erven.

No staff accommodation will be allowed on Site, but the Contractor will be permitted to have one watchman in the camp during non-working hours.

From the time any portion of the Works commences, until the end of the Contract Period, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupiers of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in a safe and satisfactory condition."

PSA 5.4 Construction: Protection of Overhead and Underground Services

Add the following after the first sentence:

"Although the services are indicated on the drawings, the Contractor will be responsible for locating the services on site using a cable detection device."

PSA 5.5 Dealing with water on works

Add the following:

*"*All work must be protected against flooding and damage by water (storm water, groundwater etc) and the Contractor's prices will be held to include for such protection and for any rectification that may be required (including drying out of material or layer works or any consequential losses, slow progress, deviations, cofferdams, sumps, well point, labour and pumping of water).

Care shall be taken that a free passage for water is maintained in all gutters and waterways. Special precautions shall be taken by the Contractor not to change existing conditions by leaving spoil in waterways or by diverting water onto private property.

The Contractor shall make good any damage and shall settle all claims at his own expense in the event of flooding of private or public property occurring through waterways being obstructed by his operations or through the effect of any other of his acts or omissions.

The Contractor shall be responsible throughout the duration of the Contract, inclusive of the Defects Liability Period, for the implementation and maintenance of all soil erosion preventative measures necessary to protect any pipeline and the properties through which it passes and land utilised by the Contractor during the Contract from any adverse effects of soil erosion, settlement, scour, etc, resulting from the contract works.

Notwithstanding the types and quantities of anti-erosion measures executed by the Contractor, whether ordered by the Engineer or not, and notwithstanding the maintenance work performed on these works, the Contractor shall be responsible for repairing and remedying at his own cost all settlement in the trench or elsewhere, all erosion of the trench, of the working area and adjacent to it, and on any other areas occupied or used by him during the course of the Contract, all wash-away, scour at waterways, deteriorating of anti-erosion works and any other damage. He shall, therefore, be free to carry out at his own expense, such additional compaction of the backfill and such other anti-erosion or other works as, in his opinion, will reduce his restoration and repair work during the Contract Period including the Defects Liability Period and shall provide therefore in his Tender.

Unless otherwise allowed for in the Schedule of Quantities, the Contractor shall be responsible for all costs in dealing with water and must therefore allow for such costs in his tendered rates."

PSA 6.2 Tolerances: Degree of Accuracy

Degree of Accuracy II is applicable.

PSA 7.1.1 Testing: Principles: Checking

Add the following:

"For compaction tests, the Contractor shall carry out a minimum of one compaction test for every 300m3 of subgrade material processed and for every 1500m2 of subbase and base course material placed.

The Contractor shall test compaction density on all pipe bedding and backfill in trenches at least once for every 20m of each layer placed and compacted. The tendered rates for each of the relevant items shall include the costs of all such control testing and no additional claims shall be considered in this regard. Should the control testing arranged by the Contractor not meet the requirements of the specification, the Engineer shall have the right to conduct all such tests at the Contractor's expense and on his behalf. In this case, the Engineer shall be given 72 hours' notice of when testing is required. No claims shall be considered in respect of delays resulting from such testing.

The Engineer may from time to time carry out his own check tests on the work performed by the Contractor. Should such tests show the Contractor's control testing to be such that the quality of the Contractor's work can be called into question, the Engineer may order further check tests to be carried out on work already completed. All costs associated with such subsequent checks shall be for the Contractor's account."

PSA 7.4 Statistical analysis of control tests
Substitute A 7.4 with the following:
Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

PSA 8.3.3 Scheduled Fixed Charge and Value Related Items: Other Fixed Charge Obligations
Add the following:
"The Contractor will be responsible for obtaining all relevant wayleaves from all relevant bodies before commencing works. The costs, overheads, and profits for obtaining wayleaves and liaising with relevant authorities will be deemed to be included in the rate tendered for this item. In addition, the Contractor will be solely responsible for obtaining these wayleaves and no claims for extension of time will be entertained in the event of works being stopped due to wayleaves not being obtained."

PSA 8.4 Measurement and Payment: Scheduled time related items (SANS 1200A Cl 8.4)
Add the following payment items:

PSA 8.4.6 Contractor's obligation in respect of Health and Safety .....Unit: Sum
The tendered sum shall include full compensation for compliance with the requirements of the OHS Act and Regulations for the full duration of the Contract. The sum will be paid to the Contractor in equal monthly payments subject to compliance.

PSA 8.4.7 a) Standing time costs: Plant.....Unit: Day
The item above will cater for all associated costs relating to standing time charged by the Contractor for Plant. This rate does not refer to singular items of plant, but the entire fleet of plant to be used during construction at any time.

PSA 8.4.7 b) Standing time costs: Labour.....Unit: Day
The item above will cater for all associated costs relating to standing time charged by the Contractor for Labour. This rate does not refer to single labourers, but the entire labour force to be used during construction at any time.

PSA 8.4.7 c) Standing time costs: Other resources (to be specified by the Contractor.Unit: Day
The item above will cater for all associated costs relating to standing time charged by the Contractor for any other resource not allowed for in (a) and (b). Should a rate be provided for this item the Contractor needs to specify the resource

PSA 8.5 Measurement and Payment: Sums Stated Provisionally by the Engineer (SANS 1200A Cl 8.5)
Add the following payment items:
All items stated as a provisional sum will cater for all costs associated with the provision of the relevant service. This includes but is not limited to all taxes, levies, accommodation, PPE, UIF, PAYE etc. The percentages tendered for shall cover the Contractor's overheads, charges and profits for the amounts provided for.

PSA 8.5 (c) Cellular telephones:.....Unit: Prov. Sum
Cost of calls in connection with contract administration by the Engineers' Representative.

PSA 8.5 (d) Handling costs and profit in respect of subitem (c).....Unit: Percentage

PSA 8.5 (e) Material testing by commercial laboratories if req. by Engineer: ……Unit: Prov. Sum
Laboratory testing by an independent supplier as required by Engineer. This Provisional Sum is specifically for situations where the Engineer question the results of provided by the Contractor and he requires a second independent supplier's test results to confirm the validity of the Contractor's results.

PSA 8.5 (f) Handling costs and profit in respect of subitem (e).....Unit: Percentage

PSA 8.7 Daywork
Add the following Payment Items:
Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

Labour:
PSA 8.7 a) Unskilled labour…… Unit: Hour
PSA 8.7 b) Semi-skilled labour……..…… Unit: Hour

PSA 8.7 c) Skilled labour……..……..…… Unit: Hour
The items above (8.7 (a) to (c)) will cover all costs related with the provision of labour in the mentioned categories on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time.

Plant:
PSA 8.7 d) Excavator……..……..…. Unit: Hour
PSA 8.7 e) Graders…… Unit: Hour
PSA 8.7 f) Front end Loader…… Unit: Hour
PSA 8.7 g) Rollers……..… Unit: Hour
PSA 8.7 h) TLB…… Unit: Hour
PSA 8.7 i) Trucks (10m³) ……..…… Unit: Hour
PSA 8.7 j) Water Trucks…….……..……..……..…… Unit: Hour
PSA 8.7 k) Plate Compactor/Rammer Compactor…… Unit: Hour
The items above (8.7 (d) to (k)) will cover all costs related to the provision of the various plant resources on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time. It will be assumed that the capacity, specification and size of the plant resources for which rates are provided will be similar to those that will actually be used during the construction of the works. Where possible at tender stage, the specifications of the plant resources should be specified under this item.

PSA 8.8.4 Temporary Works: Existing Services
Add the following:
"Where the Employer or others carries out work which is the responsibility of the Contractor, all costs incurred by the Employer or the third party will be recovered by means of a deduction from the Contractor's monthly payment.

Where hand excavation around existing services does occur, it shall be measured only if it occurs within 3 m above and on both sides of cables, and within 500 mm above and on both sides of pipes, as well as all excavations underneath the services."

PSA 8.9 Additional Fixed charged items…… Unit: Month
This rate will include the total monthly Preliminary and General fixed charged items cost if the tenderer is appointed for all the "Rate Only" Items in this tender, increasing the scope of works.

PSA 8.10 Additional Fixed charged items…… Unit: Month
This rate will include the total monthly Preliminary and General Time-Related items cost if the tenderer is appointed for all the "Rate Only" Items in this tender, increasing the scope of works.

End of PSA

SANS 1200 AB – ENGINEER'S OFFICE

PSAB 3.1 Materials: Nameboard
Replace, after the words '…, decorating and detail…' in the first sentence:
"with the relevant standard project nameboard drawing as issued by the Engineer."

PSAB 3.2 Materials: Office Buildings
Add the following after the second paragraph:

Substitute sub-paragraph (j) with the following:
"j) provision of an approved 12 000 BTU air-conditioner"

Add the following to Cl3.2 after the last paragraph:
"In addition, the Contractor must supply basic survey equipment and 2 survey assistants at no charge as reasonably required by the Engineer. The Contractor must supply Site Instruction books as required by the Engineer. The Contractor shall give the Engineer's Representative access to their internet connection on Site. The meeting room shall be furnished with a table and chairs to accommodate 10 people."

PSAB 4.1 Plant: Telephone
Add the following to the last paragraph:
"The Engineer will make use of his/her own cellular phone. The cost of telephone calls and internet usage/subscription will be covered by the Contractor under payment item 8.3.2.1 (b)."

PSAB 5.1 Construction: Nameboards
Add the following to the last paragraph:
"The nameboards shall be erected within one month of acceptance and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within 14 days of damage. No payment shall be made in terms of the contract prior to the erection of these boards. In addition, the Contractor shall be permitted to erect a maximum of two of his own boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not maintained in good condition."

PSAB 5.6 Construction: Survey Equipment
Add the following subclause: 5.6 SURVEY EQUIPMENT
The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:
- One calibrated automatic level including staff and tripod
- One 5m and one 100m tape measure

The above equipment may, by arrangement, be shared with the Contractor and Engineer's Representative. The Contractor shall keep the equipment continuously insured and shall indemnify the Employer and Engineer and all their agents against any claims for loss, damage or breakage in this regard. The Contractor will keep the equipment in working order and will keep it clean for the duration of the contract."

PSAB 8.1 Measurement and Payment
Add the following:
"All costs, overheads and profits associated with the items listed above (including those specified in the project specifications) are deemed to be included in the rates tendered under SANS1200A (Preliminary and General)."

End of PSAB

SANS 1200 C – SITE CLEARANCE

PSC 3.1 Materials: Disposal of Material
Replace the first sentence with the following:
"All materials generated by clearing, grubbing and demolition of all types of fencing and structures in disrepair shall be disposed of at a licensed municipal dump site, and all rates shall apply"

PSC 5.1 Construction: Areas to be Cleared and Grubbed
Add the following to the last paragraph:
"The Contractor shall programme his work in such a manner that re-clearing is not required. The cost of re-clearing shall be borne by the Contractor."

PSC 5.2.3 Preservation of Trees
PS C 5.2.3.2 Individual trees
Add the following:
"Trees outside street, channel and pipeline routes must be left standing and undamaged, except where otherwise ordered, in writing, by the Engineer. A penalty of R25 000.00 per tree for trees damaged and/or removed will be charged where this has not been at the written request of the Engineer."

PSC 5.8 Demolition of Structures
Add the following to C 5.8:
The existing identified buildings, hollow brick retaining walls and concrete slabs must be demolished as specified by the Engineer. The roof trusses, gutters, windows, and doors, etc removed and in good condition must be cleaned and delivered to the Employer.

PSC 5.9 Existing Fencing
"Where fences are crossed it will be dismantled and set aside and reinstated after the work is finished. Photographs to be taken before dismantling and the process must be discussed and confirmed with a letter to the owner. All fencing must only be removed when work is to commence in that area and must be repaired immediately at the same standard or better as previously after damage to it has occurred."

PSC 8.2.1 Clear and Grub.....Unit: ha
Add the following to the item:
"The rate shall include the clearing and demolishing of all types of rubble, and any other operations to complete the works, where approved by the Engineer."

PSC 8.2.9 Transport Materials and Debris to Unspecified Sites and Dump
Add the following to the item:
"All materials and debris that is not being used by the contractor must be removed and taken to the municipal dumping site at their own cost."

PSC 8.2.11 Dismantle, stockpile / store and maintain Existing Fence material crossed by new services Unit: m
Add the following new item:
"The rate shall cover all cost for removal of existing fencing material, including all gates, neatly stacking and storing the material as well as maintain the material until such a time it is required to be reinstated in the old position. No additional payment will be made for the replacement of fencing material that has been damaged by the Contractor. The contractor must clearly mark and distinguish between the material stored on site to ensure the correct material is reinstated on the appropriate owners' property."

PSC 8.2.12 Re-erect Existing Fences to standard upon completion of works with material from stockpile……Unit: m
Add the following new item:
"The rate shall cover all the cost for the re-erection of the dismantled fences with the existing material, including additional excavation for pole foundation and material such as concrete and tie wire that may be required to properly reinstate the fence. No additional payment will be made for the replacement of fencing material that has been damaged/not maintained by the Contractor.

Material that is unsuitable for re-erection must be viewed by the Engineer before it is removed after which the Engineer must give written approval for the replacement thereof and for payment, therefore."

PSC 8.2.13 Clearing of Existing Temporary/Semi-Permanent Structures on existing erven and the reinstating of these structures after construction .....Unit: m2
Add the following new item:
"This rate to allow for photographing the condition of existing structures in the way of construction, getting approval (signed letter) from the erf owners to dismantle or relocate the structure to a new preferred location out of the way of any construction, the dismantling of temporary structures, storing the material, procuring further additional material required to reconstruct the structure at a new preferred location upon completion of the installation of the erf connections. This rate should allow all the supply of materials, installation of materials, labour and any other cost involved with relocating the temporary/semi-permanent structures."

End of PSC

PSD 2.3 Interpretations: Definitions
Add the following after the description of 'Restricted excavation':
"Where it is required that earthworks be carried out using labour intensive methods, the definition "restricted excavation" shall read "An excavation required to be carried out using only hand tools, or where so permitted in terms of the Project Specification, with restricted plant usage".

Add the following definition before 'Specified Density':
Sand (cohesionless and non-cohesive). For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

PSD 3.1.2 Materials: Classification for Excavation Purposes: Classes of Excavation
Please add the following after the last paragraph:

"f) Hand Excavation
The definitions given for soft, intermediate, and hard rock excavation under Clause 3.1.2(a), (b) and (c) respectively will not apply to those aspects of the earthworks which must be undertaken by labour intensive methods in terms of the Project Specification. For hand excavation, the following classifications shall apply:

"Soft excavation" will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

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

The definition of boulder excavation Classes A & B given under Sub-Clauses 3.1.2(d) and (e) will apply irrespective of whether the earthworks are carried out by labour intensive methods or by any other method. "

PSD 4.5 Plant: Avoiding Quagmire Conditions
Add the following to Sub-Clause:
"In order to prevent quagmire conditions occurring in the excavations, relatively static plant such as back-actors shall be used combined with hand trimming to complete the excavation to final level. Should the Contractor allow quagmire conditions to develop, he shall, at his own expense, take such steps to rectify the conditions as the Engineer may order."

PSD 5.1.2.2 Construction: Precautions: Existing Services: Detection, Location and Exposure
Add the following to Sub-clause 5.1.2.2:
"If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. Exact details of these services will be given to the Engineer. These services must also be indicated on the "As Built" drawings."

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

PSD 5.1.2.4 Negligence
Substitute D 5.1.2.4 with the following:
Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

PSD 5.1.4.1 Construction: Precautions: Nuisance: Dust Nuisance
Add the following to Sub-clause 5.1.4.1
"The Contractor is responsible for dust control and is liable for any claims that may result from dust nuisance during the contract period. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates."

PSD 5.1.6 Construction: Precautions: Road Traffic Control
Add, after the last paragraph, the following:
"During the construction of any works across or along public roads, the Contractor shall, in co-operation with, and in accordance with any instruction from the relevant traffic authorities, take precautions for the protection of the Works and the safety of public and private vehicles and pedestrians in accordance with the requirements of Sub-clauses 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D. Temporary traffic signs shall

be erected at all diversions. The number and layout of the traffic signs shall comply with the Site Manual entitled “Safety at Roadworks in Urban Areas”, as published by the Department of Transport. Traffic signs shall have a yellow background with either a red / black border. All temporary signs shall be of the type and size required for urban roads, as applicable, as specified in the South African Road Traffic Signs Manual and Chapter 13, Roadworking Signage: Final Draft (June 1996), Road and Traffic Signs Sub-Committee, SCRA (January 1993).”

PSD 5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal
Add the following to Sub-clause:
“Excess materials arising from the excavations shall by instruction of the Engineer be spread out on the adjacent erven and levelled and shaped in such a manner that the material so spread allows the erven to drain into the road. Material arising from excavations and not utilised in the above manner shall be disposed of at a licensed municipal dumpsite, or in depressions, dongas and erosion gullies as directed by the Engineer. All rates tendered shall be deemed to include any levies or fees payable at such dumpsite.”

PSD 5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal
Add the following to Sub-clause:
“Excess materials arising from the excavations shall by instruction of the Engineer be spread out on the adjacent erven and levelled and shaped in such a manner that the material so spread allows the erven to drain into the road. Material arising from excavations and not utilised in the above manner shall be disposed of at a licensed municipal dumpsite, or in depressions, dongas and erosion gullies as directed by the Engineer. All rates tendered shall be deemed to include any levies or fees payable at such dumpsite.”

PSD 5.2.2.4 Construction: Methods and Procedures: Excavation
Add the following Sub-clause:
Excavation by hand around existing services. Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PSD 5.2.4.3 Construction: Methods and Procedures: Grass or other vegetation.
Add the following Sub-clause:

Planting shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the seasonal weather conditions. Undue humps and hollows shall be smoothed out before planting is commenced. The areas to be planted shall be covered with a 150 mm depth of topsoil from maintained stockpile or a source to be approved by the Engineer, scarified, harrowed, raked or otherwise worked to the designed level and slope.

Before planting in topsoil prepare soil with 300kg/Ha Calcium
During planting apply 5L/Ha C25 or AminoFix-3000 while irrigating and repeat 3 weeks after first application combined with 250kg/Ha Alzone 24-3-10.

Kikuyu seeding:
Seeding shall be done over the prepared and graded topsoil surface area evenly distributed at a rate of 70 grams per square meter (m²). Watering of seeded area will be the responsibility of the contractor and must be done according to specialist suppliers’ specifications until date of Completion Certificate. Water for irrigation purposes will be provided by the client, irrigation water will be treated effluent and contractor to adhere to all health and safety specifications when irrigating the seeded area.

Kikuyu roll-on-lawn:
Establishment of roll-on-lawn to be done in the prepared and graded topsoil surface area according to specialist suppliers’ specifications. Watering of newly established roll-on-lawn area will be the responsibility of the contractor and must be done according to specialist suppliers’ specifications until date of Completion Certificate. Water for irrigation purposes will be provided by the client, irrigation water will be treated effluent and contractor to adhere to all health and safety specifications when irrigating the seeded area.

Stools or runners of "Kikuyu" or other grass approved by the Engineer shall be planted by forming trenches 75 mm deep at 300 mm intervals along lines at right angles to the direction of maximum slope, laying the stools or runners at intervals not exceeding 150 mm along the trenches and closing the trenches in such a way to cover the grass entirely. After planting the surface shall be lightly rolled with a hand roller with a maximum mass of 150 kg.

PSD 5.2.5 Construction: Methods and Procedures: Transport for Earthworks
Replace sub clause 5.2.5.1 with the following:
“Freehaul – all material transported within the boundaries of the site or from a commercial source will be regarded as being hauled under freehaul. No overhaul will be paid.

Replace sub clause 5.2.5.2 with the following:

"Overhaul – Transportation of all excavated material beyond the boundaries of the site will be regarded as being hauled under freehaul. No overhaul will be paid under this contract. Hauling and transportation costs will be deemed to be included under the relevant payment items.

PSD 8.3.2 Measurement and Payment: Scheduled Items: Bulk Excavation .....Unit: m3
Add the following after the item description:
"All excavation of material classified under a) Soft excavation and b) Intermediate excavation under clause 1200D 3.1.2 will be paid for under payment item 1200D 8.3.2 a) as amended here. There will be no separate payment item scheduled for intermediate excavation and it will be assumed that the rate tendered for 1200D 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified in 1200D.

PSD 8.3.4 d) Import to fill, material from commercial sources compacted to 90% MOD AASHTO..... Unit: m3
Add the following:
"The rate for importation of commercial material (minimum G9 classification or better) shall include all cost of royalties if applicable, acquiring suitable material (minimum G9 classification or better), forming of access, removal of overburden, loading, transportation, offloading at point of placing, removal of access and replacing overburden. The rate also needs to allow for spreading out of material after offloading, watering and compacting of the material in a uniform layer to 90% of MOD AASTHO.

PSD 8.3.10 Topsoiling…….. ..... Unit: m2
Add the following to Sub-clause:
"The rate shall cover the cost of importing topsoil from borrow pit within 5km radius from the site in terms of 5.2.2.2 and hauling and spreading in terms of 5.2.4.2."

Add the following to Sub-clause:
"The rate shall cover the cost of importing topsoil from commercial sources in terms of 5.2.5.1 and spreading in terms of 5.2.4.2."

PSD 8.3.11 Grassing or other Vegetation Cover…….. ..... Unit: m3

Add the following:
Payment for grassing and covering with other vegetation of designated areas will be made in stages as follows:

First payment
When the area has been prepared and planted, 60 % of the rate tendered per square metre shall be paid.

Second payment
When the area has been initially accepted by the Engineer, a further 30 % of the rate tendered per square metre shall be paid in respect of the remeasured area which is accepted.

Third payment
At the end of the maintenance period the outstanding amount will be paid in respect of the actual remeasured area of grass and other vegetation finally accepted by the Engineer for payment.
The rate tendered and paid for shall include full compensation for trimming of existing slopes, supply and spreading of compost and/or manure, preparation of the soil, watering, supply and planting of grass and other vegetation and maintenance of the covered areas, including all labour, supervision, specialist advice, materials, transport, plant, equipment and incidentals necessary to complete the work and bring the covered areas into the condition required for final acceptance, and shall include for any loss due to vegetation failing to establish a satisfactory cover of living vegetation in which gaps larger than 150 mm do not occur.

END OF PSD

SANS 1200 SECTION DB: EARTHWORKS (PIPE TRENCHES)

PSDB 3.1 Classes of Excavation

Please add the following after the last paragraph:

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

Please add the following after the last paragraph:

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

"Soft excavation" will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

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

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

Please add the following after the last paragraph:

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

PSDB 3.5 Backfill Material

Replace "from trenches" in Cl 3.5(a) with:

"…from trenches, channels and other excavations"

Replace Cl 3.5(b) with:

"All pipe and duct trenches across roadways shall be backfilled with selected material (G7 or higher) from commercial sources."

PSDB 3.6.1 Materials for Reinstatement of Roads and Paved Areas: Subbase and Base

Substitute Cl 3.6.1 with the following:

"Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or sub-base pavement layer(s) shall be set aside and used in the reconstruction of the sub-base layer. Where applicable, new material complying with the requirements of SANS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the sub-base layer shall be made up by the use of material complying with the requirements of SANS 1200 ME."

PSDB 3.7 Selection

Add the following:

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

Material which, in terms of Sub-clause 6.2 of SANS 1200 D or SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and, if so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use.

When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use. "

PSDB 4.1 Excavation Equipment

Add the following:

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

PSDB 4.2 Control of Water

Add the following:

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

PSDB 5.1.1 Water in Trenches excavation

Water in pipe trenches may cause movement of the pipe due to flotation and backfilling must be completed as soon as possible. If there was any movement, the Contractor must remove and relay the pipes at his own cost and to the satisfaction of the Engineer.

PSDB 5.1.2 Storm water, Seepage and Dewatering of Excavations

The costs of dealing with water shall be deemed to be included in the tendered rates for excavation and no additional payment shall be made in this respect.

PSDB 5.4 Excavation

Add the following to DB 5.4:

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

The provisions of PS D 5.2.2.4 shall apply mutatis mutandis for hand excavation.

PSDB 5.5 Trench Bottom

Substitute "90%" in the second paragraph of DB 5.5 with "93 % (100 % for sand)".

PSDB 5.5.1 Trench Bottom

Material that Engineer considers unsuitable at the bottom of the trench shall be excavated to the depths and disposed of in the manner directed. The resulting space shall be refilled, as order, with approved material and compacted as directed.

Should bedding of the pipeline in accordance with SABS 1200 LB form part of the contract, the depth of the trench shall be such that the specified depth of the cradle can be placed under the pipeline, and the trimming and grading of the trench shall be such that the barrel of each length of pipe can be uniformly supported over its full length, free at the joints, and at the correct grades and levels. Except where the trench excavation is in rock, hard objects and boulders that may adversely affect the uniformity of the foundation shall be removed to a depth of 100mm below the specified trench bottom. Where the bottom of the trench has been loosened during excavation, it shall be compacted at OMC to 90 % of the modified AASHTO maximum density prior to bedding and pipe laying.

The bottom of trenches shall be sufficiently straight (or true to alignment in the case of curved pipelines) to enable the pipes to be laid without reduction of the side allowances given in 5.2 and in conformity with the applicable tolerance specified in any standardised specification covering pipe work that forms part of the contract.

PSDB 5.6.2 Material for Backfilling

Substitute "from trench excavations" *in the first paragraph of Cl 5.6.2 with* "from trench or other excavations".

PSDB 5.6.3 Disposal of Soft Excavation

Add the following:

"All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of as described in D 5.2.2.3."

PSDB 5.7.2 Areas Subject to Traffic Loads

Add the following:

"Backfill of all pipe trenches that fall under roadways shall be compacted to 95% of MAMDD density for cohesive materials and sand backfilling shall be compacted to 100 % of MAMDD density."

PSDB 5.9.4 Reinstatement of Surface: Bitumen Roads: Sub-base and Base:

Add the following:

"Any additional imported material required for the reinstatement of selected layers, sub-base or base shall comply with the requirements of the relevant standardised specifications."

PSDB 8.1.2 b) Basic Principles

Replace subclause (b) with the following:

"Separate items will be scheduled for lengths of trench of depths not exceeding certain depths as per the bill of quantities".

PSDB 8.1.2 c) Basic Principles

Replace the last sentence of subclause (c) with the following:

"The ground surface will be that existing after any bulk excavation has been carried out and before any embankment has been constructed, unless a portion of the embankment has to be constructed in order to achieve an acceptable cover over a pipe that is to be installed, in which case measurement will be made from the level of embankment that produces an acceptable minimum cover over the pipe. The depth of the excavation for measurement and payment purposes will be as specified in Sub-clause 8.1.2 (b)."

PSDB 8.2.4 Shoring

Add the following to DB 8.2.4:

Shoring will only be measured and paid for if written approval is given by the Engineer before it is installed.

PSDB 8.3.2 a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material Unit: m

Add the following to D 8.3.2(a):

The depth of excavation in street reserves shall be measured from the final finished level.

In cases where services lay parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

The rate for excavation for subsurface drains shall cover the cost of excavation and spoil of surplus material within 1,0 km.

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

PSDB 8.3.2. b) Payment will only be made if so added by the engineer and only if a 20 ton excavator with rock breaking teeth is incapable to complete the work and a pneumatic breaker is required.

PSDB.8.3.2 c) Excavate unsuitable material from trench bottom Unit: m

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

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

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

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

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

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

i) Electric cable trenches

Excavation for electric cables not laid with other services will be measured and paid for separately under the relevant depth increments. The rate shall provide for excavation, preparing trench lengths as requested by the electrical subcontractor, backfilling and compaction thereof. The rate shall also make provision for the possibility that long trenches need to be prepared for the electrical Contractor to lay full cable lengths (up to 300 m) and immediate backfilling after the installation of the cable (same day) to prevent theft.

ii) Combined trenches

The rate for excavation and backfilling of trenches with more than one service, shall allow for trench widths as set out in PS DB 5.2 and the bill of quantities. Extra bedding and fill blanket will be measured as in the case of normal pipe trenches.

The depth increment for combined trenches is determined by the deepest pipe in the trench."

PSDB 8.3.2 d) Hand excavation and backfill Unit: m^3

The provisions of PS DB 8.3.2(a), DB 8.3.2(b) and PS DB 8.3.2(c) shall apply mutatis mutandis for hand excavation. Payment shall only be made if so ordered by the Engineer.

PSDB 8.3.2 e) Extra-over PS DB 8.3.2(a) for temporary stockpiling of material Unit: m^3

Temporary stockpiling of material will only be measured and paid for if ordered so in writing by the Engineer and if it is not contaminated with unsuitable material.
The rate shall provide for the handling and stockpiling of the material within the free haul distance.

PSDB 8.3.3.1 Make up deficiency in backfill material (provisional) Unit: m^3

Add the following to DB 8.3.3.1:

d) Stockpile Unit: m^3

Add the following to the last paragraph of DB 8.3.3.1:
No payment will be made for the transport of material from commercial sources or sources outside the site that the Contractor has selected.

PSDB 8.3.3.3 Compaction in road reserves Unit: m^3

Add the following to DB 8.3.3.3:
This item is only applicable to the backfill above the bedding and fill blanket.

PSDB 8.3.4 b) Temporary works: Control water inflow

Substitute DB 8.3.4(b) with the following:

1) Provide equipment	Unit: Set
2) Operate and maintain	Unit: Set days
3) Remove equipment	Unit: Set
4) Remove, move and reinstall existing sets of equipment	Unit: Set

The rate for (1) above shall cover the cost of providing the necessary plant and materials, fully erected and operative on site for a set of equipment as described in PS DB 4.4.

The rate for (2) above shall cover the cost of operating and maintaining the pumps, well points sheeting, close lumbering and other equipment, as applicable, for 24 hours a day. The amount of days allowed for shall be the accumulated amount of set days of all sets. Pro rata set days will be measured where a set is not used and maintained for a full 24-hour day. The set shall be in operation 24 hours a day from installation till removal to be measured and payed for otherwise no payment shall be made.

PSDB 8.3.5 Existing Services That Intersect or Adjoin a Pipe Trench

Add the following to the end of sub clause (a):
"Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. These will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the following costs:

i) Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.

ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.

iii) If such a service is removed, it has to be replaced as per original."

Add the following to the end of sub clause (b):
"The unit "number" will only be used for services such as poles and trees.

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

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

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

The horizontal axis will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° line but within 1.0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the

excavation, the structure will be measured as an adjoining service if approved by the Engineer. These will be distinguished between existing trunk services and existing erf connection.

PSDB 8.3.6.2 Extra-over DB 8.3.6.1 for imported material Unit: m^3

The quantity will be calculated according to the actual volume of material placed in the final position according to the specified dimensions.

The rate is an “extra-over” Item DB 8.3.6.1 and includes all costs of supplying and placing of imported material in the final position with material from commercial sources.

End of PSDB

SANS 1200 SECTION DE: SMALL EARTH DAMS

PSDE 1 SCOPE

Add the following to DE 1.1:

This specification also covers the cladding of the dam with a geo-membrane.

PSDE 3.2.1 Earth fill Material

Substitute paragraph (b) of DE 3.2.1 with the following:

b) shall comply with the requirements for the various embankment zones, as shown on the drawings.

Material for the retention dam shall be obtained from borrow pits or trench excavations, as indicated by the Engineer on site.

PSDE 3.3.1 General

Replace DE 3.3.1 with the following:

Material to be used for the construction of the retention dam shall be of a homogeneous nature and only underlying clay from the site in positions as indicated by the Engineer, shall be used.

The Contractor shall in all excavations be selective in order to prevent contamination of usable material with unsuitable material. No extra payment will be made in this regard and all costs related to this shall be deemed to be covered in the rates for the relevant items. The Contractor shall remove all contaminated material, unsuitable for further use on the site of works, and replace it with material of the same quality as that of the usable in situ material, all at his own cost.

PSDE 3.3.3 Fill Materials

Add the following at the end of the first sentence of DE 3.3.3:

"and from designated borrow pits"

PSDE 3.4 GEOTEXTILE MEMBRANE

The geotextile membrane shall consist of a high-density polyethylene copolymer (Hi driline or similar approved) on rolls of at least 6,5 mm wide and a thickness of 500, 750 or 1 000 micrometres. The cladding material shall be welded together on site by using a continuous extrusion/fusion method to ensure an integrated and homogeneous joint that will withstand a shear test.

PSDE 5.2.2.3 Borrow pits

Add the following to DE 5.2.2.3:

The position of the designated borrow pit will be indicated during the site inspection.

PSDE 5.2.2.4 Disposal

Add the following to DE 5.2.2.4:

Surplus and unsuitable material shall be either backfilled into dongas, PIT toilet sumps or disposed of at the approved dumping site.

PSDE 5.2.3.1 Lines and grades

Substitute the second sentence of DE 5.2.3.1 with the following:

The Contractor shall allow for settling during construction to ensure that the final crown level is the same as that shown on the drawings. (See DE 8.2.1).

PSDE 5.2.3.2 Embankment

Add the following to DE 5.2.3.2(d):

Fill shall be compacted to a minimum density of 98 % of the Proctor density at a minimum moisture content of 2 % above the optimum moisture content.

PSDE 5.2.5.1 Free haul

Substitute DE 5.2.5.1 with the following:

The provisions of D 5.2.5.1 shall apply mutatis mutandis.

PSDE 5.2.5.2 Overhaul

Substitute DE 5.2.5.2 with the following:

The provisions of D 5.2.5.2 shall apply mutatis mutandis.

PSDE 5.2.6 Anchoring and Sealing

Anchoring and sealing of watertight membranes to pipes and concrete structures shall be done according to the manufacturer's approved prescriptions. The manufacturer shall inspect and approve the surface of the structure before the membrane is laid. The surface shall be level and firm.

PSDE 5.3.1 Application Rate

Gypsum shall be applied at a rate of 2 % of the maximum Proctor density, except where otherwise ordered by the Engineer.

PSDE 5.3.2 Preparation of Layer
The material to be modified shall be spread out on the designated line and level.

PSDE 5.3.3 Application of Gypsum
The stabilising agent shall be applied at the specified application rate to the full width of the layer.

PSDE 5.3.4 Mixing of Gypsum, Watering and Compacting
After the gypsum has been applied to the full width of the layer, it shall be mixed into the full depth of the material that has to be stabilised. Care must be taken to prevent the mixing the gypsum with the underlying compacted layers. The mixing process shall be continued as long as necessary to achieve a uniform mixture. The moisture content of the mixture shall be determined after the gypsum has been mixed in and water shall be added if necessary, to give the material a moisture content of 2 % above optimum moisture content. The layer shall then be compacted to the specified standard and the loss of moisture due to evaporation shall be supplemented with a light water spray.
Modification shall not be done in wet weather or when the wind speed is high enough to negatively affect the work.

PSDE 8.3.3 Excavation
a) Material unsuitable for embankment Unit: m3
Substitute "in the dam basin" in DE 8.3.3(a) with "or to spoil site".

PSDE 8.3.8 Overhaul
Substitute DE 8.3.8 with the following:
The provisions of D 8.3.6 shall apply mutatis mutandis.

PSDE 8.3.11 Outlet Channel on Bottom Unit: No
The rate shall include the costs of labour and material for shaping the outlet channel on the bottom of the dam, as shown on the drawings.

PSDE 8.3.12 Shaping and Finishing of Surfaces That Have to be Covered by A Watertight Membrane Unit: m2
The rate shall include the costs of labour and material necessary to shape the surfaces to be covered by a watertight membrane, in accordance with the standard set by the manufacturer.

PSDE 8.3.13 Watertight Membrane Unit: m2
The rate shall include the costs of supplying, transport and placing of the material, including the cut, wastage, joint, overlapping and securing of material where applicable. There will be differentiated between the various thicknesses.

PSDE 8.3.14 Fixing Watertight Membrane on Crest Unit: m
The rate shall include the cost of the excavation of the anchor trench on the crest of the embankment, the temporary stockpiling of the excavation material, maintenance of the trench, the placing of the watertight membrane in the trench, backfilling and re-compaction of the trench to the same density as that of the adjacent material, and any additional work required to complete the backfilled trench, as shown on the drawings.

PSDE 8.3.15 Fixing of Watertight Membrane at Inlet, Outlet and Overflow Structures Unit: No
The rate shall include the cost to fix the watertight membrane at the inlet, outlet and overflow structures as specified on the drawings. The rate shall be all inclusive for the extra labour and material needed to fix it as specified.

PSDE 8.3.16 Screen at Raw Water Storage Dam Unit: No
The rate shall cover the cost of the supply and installation of the screen at the raw water storage dam, complete as shown on the drawings.

PSDE 8.3.17 Channels at Embankment Unit: No
The rate shall cover the cost of everything as specified on the drawings and will be measured per number.

PSDE 8.3.18 Geotextile Blanket Unit: m2
The rate shall cover the cost of supplying, transport, off-loading and placing of the material, including the cut, wastage, joint, overlapping and securing of the material where applicable.

PSDE 8.3.19 Modification Agent Unit: Ton
Measurement is based on the quantity as ordered by the Engineer or the actual amount incorporated into the layer, whichever may be the least. The rate shall cover the cost of supplying the modification agent, placing, spreading and mixing thereof, regardless of the application rate, as well as any other additional costs involved in the modification process.

End of PSDE

SANS 1200 DM – EARTHWORKS (ROAD, SUBGRADE)

PSDM 5.2.2.4 Construction: Methods and Procedures: Cut and Borrow: Temporary Stockpiling of Materials

Add the following:

"The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum"

PSDM 5.2.3.3 Construction: Methods and Procedures: Treatment of Roadbed

Add the following to subclause (a):

"The roadbed shall be scarified to a depth of 150mm, watered, shaped and compacted to 100% of MOD AASHTO."

PSDM 7.3.2 Testing: Routine Inspection and Testing

Add the following after the table:

"No density shall be less than the specified minimum density for the relevant layer. The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor."

PSDM 8.3.13 c) Supply and install Concrete Grass blocks (100x570x380) Unit: m2

Add the following payment items:

The tendered rate shall allow for the procurement, supply, transport to site, installation of concrete grass blocks, supply and installation of A4 bidim under grass blocks and backfilling of grass blocks with in-situ material which has been stabilised with 2% cement per volume of soil. The rate shall also cover trimming, shaping, watering and compaction of surface where grass blocks are to be installed.

PSDM 8.3.17 Shaping and Trimming of Road Reserves Unit: m2

Add the following payment items:

The areas between the top of cuts and the toes of fills and the erf boundaries are to be shaped and trimmed in such a manner as to present visually clean uniform slopes, lines and levels. The unit measurement shall be the square meter of surface shaped, trimmed, levelled and compacted. The tendered rate shall include for all trimming, shaping, watering and compaction to 90% of MOD AASHTO

End of PSDM

PS G 3.2.1 Applicable Specifications

Substitute G 3.2.1 with the following:

All cement types shall comply with the requirements of SANS EN 197 1.

For this contract CEM I Portland cement shall be used.

Where Malmesbury hornfels (shale) is used as aggregate in concrete, a blend (by mass) of 50 % CEM I 42,5 or CEM I 42,5R and 50 % milled granulated blast-furnace slag shall be used in the concrete mix.

PS G 3.2.3 Storage of Cement

Add the following to G 3.2.3:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than six (6) weeks. All cement so stored for a longer period than six (6) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

PS G 3.5.2 Air-entraining Agents

Substitute G 3.5.2 with the following:

Air-entraining agents shall not be used in concrete.

PS G 4.5.3 Ties

Add the following to G 4.5.3:

Permanent metal ties shall have a minimum concrete cover of 40 mm after formwork has been removed.

Tie holes shall be filled with an approved expansive cementitious grout similar to "Durabed" of ABE. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

PS G 5.1.3 Cover

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall in no case be less than 40 mm.

PS G 5.2.1 Classification of Finishes

Add the following to G 5.2.1:

The following surface conditions are required on the various portions of the finished concrete:

(a) Rough

Concealed surfaces and surfaces more than 100 mm below final ground level.

(b) Smooth

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed arrises (i.e. where the angle between adjacent sides is 110° or less) unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

PS G 5.2.5 Removal of formwork

In Table 2 of G 5.2.5.2, substitute “portland cement and portland cement 15” in columns 2, 3 and 4 with “CEM 1 portland cement, delete columns 5, 6 and 7 and substitute “portland blast-furnace cement” in columns 8, 9 and 10 with “CEM III blast-furnace cement or blends of CEM I portland cement with milled granulated blast-furnace slag”.

PS G 5.4 Pipes and Conduits

Add the following to G 5.4:

All pipes and specials which must be installed in the floors and walls of structures shall be embedded in the concrete during the casting of such concrete. No holes shall be left for the later installation of pipes and specials, without the written approval of the Engineer.

Where such holes have been approved by the Engineer, the Contractor shall be responsible for the grouting-in of such pipes or specials with an approved expansive cementitious grout as specified in PS G 4.5.3, regardless of whether or not these have been supplied by himself. The Contractor shall provide a smooth, dense and waterproof finish around the pipes or specials.

The clear space between pipes of any kind embedded in reinforced concrete and the clear space between such pipes and reinforcement shall at any point be not less than -

(a) 40 mm, or

(b) 5 mm plus the maximum size of coarse aggregate, whichever is the greater.

PS G 5.5.1.5 Durability

Substitute G 5.5.1.5 with the following:

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increase the cement content.

PS G 5.5.1.7 Strength concrete

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

(a) Mass concrete under floors and foundations	20 MPa/19 mm
(b) Blinding layers	15 MPa/19 mm
(c) Encasing of pipes	20 MPa/19 mm
(d) Strip foundations	20 MPa/19 mm
(e) Benching and screeds	20 MPa/10 mm
(f) All reinforced concrete	30 MPa/19 mm

PS G 5.5.7 Construction Joints

Add the following to G 5.5.7.1:

Construction joints shall be limited to the minimum and shall only be made in positions as shown on the drawings or in positions as specifically approved by the Engineer. Construction joints between tank bottoms, floors, or wall bases, and the walls standing on them shall not be made flush with the supporting surface but shall be made in the wall 150 mm above the base. The 150 mm high riser wall shall be cast as an integral part of the bottom, floor or base, i.e. the concrete in the riser shall be deposited simultaneously with the concrete in the bottom, floor or base adjacent to it. Where there is a fillet at the bottom of a wall, the construction joint shall be made 150 mm above the fillet.

A PVC waterstop without centre bulb shall be installed at all construction joints in walls of water-retaining structures. The size of the waterstops shall be 150 mm in walls thinner than 200 mm and 200 mm in walls of 200 mm thickness and more.

PS G 5.5.7.4 Expansion joints

Expansion joints shall be formed in positions and in accordance with details as shown on the drawings. All expansion joints shall be formed with an approved closed cell polyethylene fill material similar to "SPV 120" as supplied by Sondor, with a single part polyurethane sealant similar to Silkaflex – PRO 2HP as supplied by Sika. Rearguard S type PVC waterstops with centre bulbs shall be installed under floors and Hydrofoil PVC waterstops with centre bulbs in walls, as shown on the drawings.

All sealants, fill material and waterstops shall be installed strictly in accordance with the specification of the manufacturers and to the satisfaction of the Engineer. The sealant shall be installed in one operation and jointing to already hardened sealant will not be permitted.
(This clause is applicable to all water containing structures)

PS G 5.5.7.6 Bond breaker under floor

A 500-micrometre polyethylene bond breaker shall be installed between the blinding layer and the floor of the reservoir, as indicated on the drawings.

PS G 5.5.9 Adverse Weather Conditions

Add the following to G 5.5.9.1:

No material having a temperature of below 5 °C shall be used for concrete, and no concrete shall be deposited when the ground or air temperature is below 2 °C. Furthermore, if the air or ground temperature is likely to fall below 2 °C within twelve (12) hours after depositing of concrete, no concreting shall be done without the written consent of the Engineer. If such consent is given the Contractor shall heat the aggregate stockpiles and mixing water and defrost the formwork and reinforcement.

PS G 5.5.10 Concrete Surfaces

Add the following to G 5.5.10.1:

Concrete surfaces under screeds, granolithic floor finishes or benching, and surfaces of strip foundations and footings shall be brought up to a plane, uniform surface with a suitable screed board.

PS G 5.5.10.4 Wood-floated finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in G 5.5.10.1 and after the concrete has hardened sufficiently, it shall be floated to a uniform surface free from 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.

PS G 5.5.10.5 Steel-floated finish

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 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.

PS G 5.5.11 Watertight Concrete

Substitute G 5.5.11 with the following:

PS G 5.5.11.1 General

All structures that are designed to retain water or to keep water out, shall be regarded as watertight structures.

PS G 5.5.11.2 Requirements and tests for watertightness of structures

The completed structure shall be watertight, and the quality and finish of the work shall be such that no after-treatment of the work such as plastering or cement wash is necessary to ensure compliance with this requirement.

The works will not be certified complete until the structures enumerated in PS G 5.5.11 has been proved by testing to be watertight.

Upon completion of construction and when so agreed by the Engineer, the structure shall be filled by the gradual admission of water until, the water level reaches the designed maximum level. The water level shall then be carefully noted and recorded by the Engineer in relation to a fixed bench mark, and the structure shall be allowed to remain filled for a period of two (2) weeks or such longer time as may be required to permit complete saturation of the concrete. During this period, readings will be taken by the Engineer and the results so obtained will be available for the information of the Contractor.

At the end of this period more water shall be added, if necessary, to bring the water level back to the designed maximum level and the water shall be left undisturbed for a period of at least four (4) days during which time the level shall again be recorded by the Engineer at regular intervals. The structure shall be considered to be watertight if the drop in water level does not exceed 6 mm in 96 (ninety six) hours in the case of a roofed structure and if no leakage is apparent.

The acceptable drop in level in the case of an unroofed structure shall be such that it allows for normal evaporation during the time of the test.

If appreciable leakage is evident at any stage of the filling or testing or if, in the opinion of the Engineer, the degree of watertightness is unsatisfactory, the Contractor shall, when so ordered by the Engineer, discontinue the test immediately and at his own expense take approved steps to rectify the work. The work of rectification shall be continued assiduously until, on repetition of the test procedure, a satisfactory test result is obtained and the degree of watertightness is acceptable.

The Engineer shall have the right to retest the structure before the expiry of the period of maintenance and the results of these tests will be made available to the Contractor. If these tests indicate to the Engineer that the degree of watertightness is unsatisfactory, the Engineer (before issuing the final certificate) will be entitled to order the Contractor to rectify the work at his own expense in such a manner as will cause least interruption to the running of the works and will ensure that the degree of watertightness of the structure is satisfactory.
Backfilling around structures shall not commence until a satisfactory test result has been obtained.

The watertightness of the dry well of the pump station shall be monitored visually until the end of the defects liability period. If any damp penetration from the outside is noticed, the Contractor shall take immediate remedial steps.

(The above paragraph is applicable where dry wells of pump stations, etc. are below ground level.)

The Engineer shall have the right to retest the structure before the expiry of the period of maintenance, and the results of these tests will be made available to the Contractor. If these tests indicate to the Engineer that the degree of watertightness is unsatisfactory, the Engineer (before issuing the final certificate) will be entitled to order the Contractor to rectify the work at his own expense in such a manner as will cause least interruption of the water supply to consumers and will ensure that the degree of watertightness of the structure is satisfactory.

PS G 5.6 Sterilisation of Structures Holding Potable Water

The structures shall be sterilised before testing, and before retesting, for watertightness.
The walls, floors and soffits of roof slabs shall be hosed down and brushed until clean and free from loose material.
The structures shall then be filled with clean water containing 150 g/m3 of calcium hypochlorite, to a water depth of 150 mm. The walls shall be thoroughly washed down after which all dirty water shall be flushed out.
Staff doing the washing down with the chlorine solution shall wear rubber boots.

PS G 5.9 Joining new Concrete to Existing

Where partial demolition is required for extension work to existing structures, the contact face shall be cut to predetermined line and level, and any loose and fragmented material shall be removed, and projecting steel cleaned and bent as directed by the Engineer. Where partial demolition is not required but extension work only, the contact surface shall be scabbled and cleaned of all dirt and loose particles.

If dowels are required, they shall be installed in holes drilled into the existing structure, in accordance with the details shown on the drawings, and secured by means of an approved type of epoxy bonding compound such as Epidermix 372 or similar.

Fresh concrete shall be bonded to the old concrete with an approved type of epoxy bonding compound, such as Epidermix 344 or similar.

PS G 5.11 Mould for Parshall Flume

A mould of glass reinforced polyester (GRP) shall be used as permanent formwork for the construction of the Parshall flume. The mould shall be manufactured by a firm specialising in such work and approved by the Engineer before manufacture.

All resins used shall be high quality isophaltic polyester resins specially formulated for use in flumes for sewage.

The rate at which resins are applied shall be adjusted for conditions during manufacture, such as temperature and humidity, in order to limit shrinkage.

The dimensions shown on the drawings are internal dimensions and the departure from these dimensions shall nowhere be more than 0,5 %.

The GRP lay-up shall consist of the following:

a) One gel-coat of resin, pre-mixed at the factory with silvery grey pigment paste, at a rate of not less than 600 g/m2 (i.e. the coat that will be in contact with the sewage).
b) One C-glass tissue layer impregnated with resin at a rate of 1:1, Resin:C-glass.
c) One layer 300 g/m2 chopped strand mat (CSM) impregnated with resin at a minimum rate of 2:1; Resin:CSM.
d) Five layers of 450 g/m2 each of CSM impregnated with resin at a minimum rate of 2:1; Resin:CSM.
e) One flow-coat at a rate of not less than 600 g/m2.

The resin for the mechanical layers and the flow-coat shall be pre-mixed with 3 % silvery grey pigment paste.

For improvement of adhesion to the concrete, sand, as specified for concrete, shall be sprinkled over the flow-coat whilst still wet.

Anchors of 50 mm x 2 mm galvanised hoop iron, with the last 50 mm of both ends split in two halves and bent back 90° in opposite directions, shall be moulded into the mould in positions as detailed on the drawings. The anchors shall enter the concrete by at least 100 mm.

If, after manufacture, cutting of the mould is required to obtain final dimensions, the cut ends shall be treated with a topcoat as specified in paragraph (a).

The struts for the mould, used during manufacture, shall be kept in place until the casting of concrete underneath and on the sides of the flume has been completed, in order to act as support during casting of the concrete.

PS G 8.1.1 Formwork

Delete the following in G 8.1.1.3(c):

"and for different prop heights for beams and slabs".

PS G 8.1.3 Concrete

Add the following to PS G 8.1.3.1(d):

Strip foundations and encasement of pipes shall be cast directly against the sides and bottoms of excavations. No payment shall be made for additional concrete in overbreak.

Delete the full stop at the end of G 8.1.3.3(a) and add the following:

"and special steps necessary before depositing concrete during cold weather, as prescribed in PS G 5.5.9".

PS G 8.2.7 Mould for Parshall Flume Unit: Sum

The rate covers the cost of the supply of all materials, including anchors and temporary struts, labour, equipment, manufacturing, process control, loading, transporting to site, off-loading, installing and of removing temporary struts after installation.

PS G 8.4.4 Unformed Surface Finishes Unit: m2

Add the following to G 8.4.4:

The concrete surface finishes under screeds, granolithic finishes or benching as prescribed in PS G 5.5.10 shall not be measured separately. The rates for the related concrete items shall also cover the cost of these surface finishes.

PS G 8.4.7 Scour Canal in Reservoir Floor Unit: Sum

The rate shall cover the cost of additional material and labour required for forming and finishing the scour canal, as well as the bell mouth, as indicated on the drawings.

PS G 8.4.8 Concrete complete with formwork and/or trowel finish Sum or m3

The rate shall cover the cost of the provision of concrete (made from ordinary Portland cement, unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking-off or levelling as applicable, trowelling and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

PS G 8.5 Joints Unit: m

Add the following to G 8.5:

Only construction joints with PVC waterstops shall be measured separately. The cost of all other construction joints shall be deemed to be included in the rates for the relevant concrete items.

PS G 8.9 Testing Structures for Watertightness Unit: Sum

The rate shall cover the cost of all equipment and labour necessary to test the structure for watertightness as described in PS G 5.5.11.1, including the supply of water and filling such structure.

No additional payment will be made for re-testing the structure for watertightness after the repair of leaks.

PS G 8.10 Sterilisation Unit: Sum

The rate shall cover the cost of all equipment, water, chemicals and labour necessary to sterilise the structure. No additional payment will be made for re-sterilising the structure before re-testing for watertightness.

PS G 8.14 Join New Concrete to Existing

a) Partial demolition (describe) Unit: Sum
b) Scabbling of existing surface Unit: m2
c) Steel dowels Unit: No

The rate for (a) shall cover the cost of partial demolition as described, and of exposing, cleaning, cutting and bending the existing reinforcement, as well as repairing the concrete surface that is to be retained and disposing of waste material.

End of PSG

SANS 1200 GA – CONCRETE (SMALL WORKS)

PS GA 5.2.1 Classification of Finishes

Add the following to GA 5.2.1:

The following surface conditions are required on the finished concrete:

a) Rough
   Concealed surfaces and surfaces lower than 100 mm below finished ground level.

b) Smooth
   All surface finishes not classified as rough in paragraph a) shall be classified as smooth. All exposed arrises unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

PS GA 8.1.2 Reinforcement

Substitute GA 8.1.2 with the following:

Reinforcement shall be measured and payed for by mass. Valuation of variations shall not be applicable.

No allowance shall be made for individual reinforcement bar sizes.

PS GA 8.2.3 Narrow Widths Unit: m

Substitute GA 8.2.3 with the following:

No payment shall be made for narrow widths.

PS GA 8.3.2 High-tensile Welded Mesh Unit: kg

Substitute GA 8.3.2 with the following:

Welded mesh shall be measured and payed for by mass.

PS GA 8.4.1 Prescribed Mix Concrete Unit: m3

Add the following to GA 8.4.1:

The rate for installation of concrete slabs shall include for the compaction of the in situ material to 90 % of MAASHTO density.

PS GA 8.9 Weep-Holes Unit: No

The rate for installation of weep-holes as shown on the drawings shall include all material, plant and labour.

PS GA 8.10 Handrails Unit: m

The rate shall cover the cost for supplying of all material, plant and labour for the installation of the handrails as shown on the drawings.

PS GA 8.11 Pre-Cast Concrete Beams Unit: No

The rate shall cover the cost for the supply, delivery and installation of grade 25 MPa/19 mm concrete beams complete with reinforcement, formwork concrete and finishing as shown on the drawings.

End of PSGA

PS HA 5.2.6 Handrails

Substitute the first sentence of HA 5.2.6 with the following:
Handrails shall be of the tube and sphere type and shall be manufactured by an approved firm specialising in such works.

Handrails shall be 900 mm high and shall consist of a handrail and a knee-rail, both manufactured of steel tubing of nominal thickness 2,6 mm and of nominal outside diameter of at least 34 mm.

Stanchions shall be manufactured preformed in one piece and shall be of steel tubing of nominal thickness of 2,6 mm and of nominal outside diameter of at least 42 mm. The bases of the stanchions shall be manufactured of 150 mm x 75 mm x 12,5 mm flat bars and shall be preformed to suit the situation in which they are to be installed (i.e. for platform- or side-mounting, and for horizontal- or sloped-mounting on concrete or steel), and the stanchion spheres shall be preformed to suit right angled or other angled intersections), all as shown on the drawings.

Stanchions shall be spaced at intervals not exceeding 1,5 m and shall be fixed with two M16 galvanised bolts, washers and nuts each. All joints shall be welded.

Handrails shall be hot-dip galvanised after manufacture.

PS HA 5.2.11 Ladders

Add the following to HA 5.2.11:
Ladders shall be hot-dipped galvanised after manufacturing.

PS HA 5.2.12 Prefabricated Open Grid Floors

Substitute the second sentence of HA 5.2.8.1 with the following:
This shall be similar to the "U"-grid type grid floors manufactured by Armco Superlite and hot-dipped galvanised.

PS HA 5.2.13 Floor plate Floors

Substitute HA 5.2.13 with the following:
Floor plate floors shall consist of 8 mm thick raised pattern plates as shown on the drawings. Floor plate floors shall be hot-dipped galvanised after manufacturing.

PS HA 8.3.6 Corrosion Protection

Substitute HA 8.3.6 with the following:
Corrosion protection shall not be measured separately. The cost thereof shall be included in the rate for the related item.

PS HA 8.3.7 Stantions Unit : No

The rates shall cover the cost for the supply of all material, manufacturing, galvanising, handle, deliver to site, offloading, erection and grouting. The rate shall also cover the cost for all bolts and nuts, washers, cutting to size, etc.

PS HA 8.3.8 Steel Basket Unit : No

The rate shall cover the cost of manufacturing, supply of all materials (stainless steel) delivery on site and installation. The rate shall cover the cost of all bolts and nuts, washers, cutting to size, etc.

End of PSHA

PS L.3.7.1 Materials: Other Types of Pipe: uPVC pipes
Replace the clause with the following:
"All uPVC pipes and fittings shall be fitted with spigot and socket rubber ring joints and shall comply with the relevant requirements of SANS 966, of the class and size as specified on drawings and schedule.

Bends shall be socketed uPVC, class 16. Standard specials such as tees, flange adaptors, reducers, etc shall be fabricated from cast iron and shall be rated at not less than the pressure rating of the pipeline."

PS L 3.8.4 Loose Flanges
Substitute the first sentence of the last paragraph of L 3.8.4 with the following:
Bolts and nuts shall comply with the requirements of SABS 135.

PS L.3.9.1 Materials: Corrosion Protection: CI Pipes
Replace the clause with the following:
"All internal cast iron surfaces valves and specials shall be thoroughly cleaned by grit blasting to SA 2,5 finish in compliance with the requirements of SIS 05 09 00 before applying Copon EP 2300 epoxy paint, applied in three coats to give a dry film thickness of not less than 250 microns. All external cast iron surfaces valves and specials shall be cleaned and coated in accordance with B4772. After it has set, coating shall be such that it will not flow when heated to temperature of 75^{o}C."

PS L.3.9.5 Materials: Corrosion Protection: Joints, Bolts, Nuts and Washers
Replace the clause with the following:
"All bolts, nuts and washers shall be stainless steel."

PS L 3.10.1 Gate Valves
All gate valves shall comply with the requirements of SABS 664 and shall be suitable for a working pressure of 1,6 MPa. All gate valves must be supplied with a square spindle nut, suitable to be used with a valve key.

Gate valves shall have spigot ends unless shown differently on the drawings and shall open clockwise. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles.

Compression shut-off valves with rubber protected gate and smooth finish without recess inside, may be used.

All flanged gate valves shall be drilled according to SABS 1123 Table 1600/3. Pipes shall not be tested against a closed valve. Thrust blocks for test sections shall be approved by the Engineer prior to testing of pipes.

PS L 3.10.2 Butterfly Valves
Butterfly valves shall be of the wafer pattern to be installed between two flanges in the water main with either short collar repair couplings or Viking Johnson couplings.

The valves shall be fitted with a gearbox with a stainless steel shaft. The body shall be clad with rubber.

Valves shall be similar to the "Compact" type with a working pressure of 1,6 MPa. Pipes shall not be tested against closed butterfly valves.

PS L 3.10.3 Fire Hydrants
Fire hydrants shall be of the screw-down underground type and shall be suitable for a working pressure of 1,6 MPa with a 65 mm inlet. The outlet shall be 63 mm dia gun-metal with London Vee screw thread with cap top and chain. It shall open clockwise with a square spindle nut of the same size that is specified for the gate valves.

The fire hydrant shall be bolted to the flanged branch of a cast iron hydrant tee.

PS L 3.10.4 Air Valves
Air valves for potable water shall be suitable for a working pressure of 1,6 MPa. All air valves shall be double action air valves of Vent-o-mat series RB. On a 500 mm dia or smaller main a 50 mm air valve shall be fitted and a 80 mm air valve on diameters larger than 500 mm.

The branch of the tee on the main pipe shall be minimum 0,67 (2/3) of the diameter of the main pipe.

All air valve installations shall be supplied with an isolating valve and distance piece between the air valve and the branch of the tee, and other fittings shown on the drawings.

Double-acting air valves shall have large as well as small orifices. The large orifice shall have a rubber bed, and the small orifice a brass bed on which the balls can shut. Double-acting air valves shall be flanged and supplied with flanged isolating valves. Air valves shall be designed to remain open until all the air has escaped and shall not close due to the speed of the escaping air.

T-pieces for air valves shall be as follows:

Main pipe mm dia	Branch mm dia
250	200
300	200
350	250
400	300
450	300
500	350
600	400
700	500
800	600
900	600
1 000	700

Air valves for sewers shall be RSC figure valves of stainless steel as supplied by Premier Valves. These valves shall be flanged and supplied with a separate flanged gate valve.

PS L 3.10.5 Scour valves

Scour valves shall be suitable for a working pressure of 1,6 MPa.

Scour valves shall consist of a flanged gate valve of 100 mm dia coupled horizontally to a flanged cast iron scour valve tee. The outlet pipe shall be a 100 mm nominal diameter galvanised steel pipe with 4 mm wall thickness. The outlet shall discharge above ground level in the direction of the fall of the natural ground surface, perpendicular to the main pipe. The outlet end of the pipe shall be cut diagonally and supplied with a cover that is hinged and that will remain closed unless it is forced open by the water. The hinge shall be non-removable.

Scour valves on 75 mm dia pipes shall be the same as above except that a 75 x 75 mm dia fire hydrant tee shall be used and that the gate valve and outlet pipe shall both be 75 mm diameter.

PS L 3.10.6 Non-Return Valves

Non-return valves shall be of the flanged, single door swing type check valve, rated at 16 Bar minimum or to suit pump shut off head. All valves shall be equipped with a lever and counter weight.

PS L 3.10.7 Bulk Water Meter

New bulk water meters shall be installed as shown on the drawings.

Functional Requirement Of Bulk Water Meters

DESCRIPTION	METER 1	METER 2	METER 3
1. Detail op pipeline	250 FC Class 30	300 FC Class D	250 FC Class D
2. End connections	Flanged, SABS 1123 class 1600/3	Flanged, SABS 1123 class 1600/3	Flanged, SABS 1123 class 1600/3
3. Maximum working pressure	130 m	20 m	20 m
4. Maximum flow rate	75 ℓ/s	65 ℓ/s	45 ℓ/s

Technical requirements for the meters

The bulk water meters shall be of the free-flow type manufactured from corrosion resistant material in a cast iron casing. A distance of 10 times the diameter of the pipe before and 5 times the diameter after the water meter must be kept free of any obstructions such as bends, valves, reducers, etc.

The flow reading shall be given on a dial face and totalising shall occur by means of a roller counter and shall be accurate within ± 2 %.

The meter shall be manufactured in such a way that all moving parts can be removed and replaced from the top without removing the whole meter. Replacement parts should be freely available. Each water meter installation shall be supplied with a gate valve on the upstream side of the water meter at a distance of 10 times the diameter of the pipe. This gate valve shall be provided for under the relevant item in the schedule of quantities.

The meter shall have a connection point to send flow data by signal to a computer, similar to that of a Meinecke meter.

Installation of meter
The meter shall be installed by a person approved by the supplier in order to validate the guarantee.

All accessories for the complete installation shall be supplied by the Contractor.

All metal work shall be painted according to specifications after the testing and completion of the installation.

PS L 3.10.7.1 Specifications for electrical powered Mag Flow meter:

Supply and Commissioning of DN50 -DN250 Mag Flow Meter.

- 220v AC Supply (optional standby power)
- Readout unit must be remote (6m) and must be able to show flow rate & totalizer readings
- Current output: 4 - 20 mA output signal for flow rate
- Pulse / Frequency output: active / passive output for flow totalizer
- Pulse / Frequency output: output for alarm conditions
- Forward, reverse and total flow counters
- Low flow cut off function
- Empty pipe detection function
- Polyurethane coating or similar for potable water conditions as per SANS 241 (Water quality will be provided on request)
- Unit must comply to at least IP 67 or higher.
- Accuracy of 0,5% or better is required (A certified Calibration certificate is required)
- Modbus RTU communication module
- Full specifications of meters must be included

PS L 3.10.7.2 Specifications if battery powered Mag Flow is required:

Supply of DN50-DN250 Battery Mag Flow Meter.

- Internal battery pack,
- Readout unit must show flow rate & totalize readings
- Current output: 4 - 20 mA output signal for flow rate
- Pulse / Frequency output: active / passive output for flow totalizer
- Forward, reverse and total flow counters
- Low flow cut off function
- Empty pipe detection function
- Polyurethane coating or similar for potable water conditions as per SANS 241 (Water quality will be provided on request)
- Unit must comply to full IP 67 rating
- Accuracy of 0,5% or better is required (A certified Calibration certificate is required)
- Modbus communications can be advantageous.
- Full specifications of meters must be included

Technical Requirements for The Meters

The bulk water meters shall be of the free-flow type manufactured from corrosion resistant material in a cast-iron casing. A distance of 5 times the diameter of the pipe before and 3 times the diameter after the water meter must be kept free of any obstructions such as bends, valves, reducers, etc.

The meter shall be manufactured in such a way that all moving parts can be removed and replaced from the top without removing the whole meter. Replacement parts should be freely available. Each water meter installation shall be supplied with a gate valve on the upstream side of the water meter at a distance of 5 times the diameter of the pipe. This gate valve shall be provided for under the relevant item in the schedule of quantities.

See below for typical flow meter sizes to be used. The product use in the table below is Siemens Mag Flow meters, but similar flow meter may also be used upon Engineer's approval.

DESCRIPTION	**METER 1**
DETAIL OF METER	**200mm DIAM.**
HOUSING OF FLANGES	Carbon steel ASTM A 105, with corrosion-resistant epoxy coating
OPERATING PRESURE	Max. 16 bar
ACCURACY	0.2 % ±2.5 mm/s
WORK FLOW RATE	40l/s

PS L 3.10.8 Control Valves

The casing of the control valves shall be manufactured from close-grained cast iron and the flanges shall be drilled according to SABS 1123 Table 1600/3.

The valves shall be of the diaphragm single bed ball-type controlled hydraulically by a pilot valve. The main valves shall be fixed on three sides with single removable bronze beds and synthetic rubber disks with a rectangular cross-section, with disk clamps. No packing material will be allowed and repairs must be done without removing the valve from the pipeline.

The design must be such that no water can come from the main valve into the pilot valve system. Bermad type 700 with a V-port throttling plug, or a similar product, must be used. If the pressure in the main pipe is not sufficient to control the valve, a connection shall be made with the pump line.

PS L 3.10.9 Pipework and Fittings

All pipework, fittings and specials above ground shall be priced for supply and delivery as indicated on the plans.

Piping shall be manufactured from Hot Dipped Galvanised Steel. Flange drilling shall comply with SANS 1123 Table 1600/3, rated to a minimum of 16 bar or higher.

Piping shall be designed to facilitate dismantling, inspection and future maintenance of ancillary equipment and valves installed. This shall include Viking Johnson type flanged adaptors and restraining flanges with tie rods as required.

All connecting pipework shall include a gasket/packing which shall be of the full-face type or better and shall be a minimum of 3mm thick when uncompressed.

Piping shall be Hot Dipped Galvanised after manufacture in accordance with industry norms.

Piping joints underground (Covered in Soil) shall be wrapped on a Denso type tape and paste and allowed to set adequately before backfilling.

Note: Any expected water forces and/or thrusts at bends or connection points must be taken into consideration and mitigated by means of pipe braces/supports and/or sufficient mass concrete.

PS L 3.11.4 Step Irons

Substitute L 3.11.4 with the following:
Step irons shall consist of polypropylene coated 12 mm high tensile steel such as Calcamite or similar. The installation of the step irons shall be in accordance with the specification of the manufacturer.

PS L 3.11.6 Surface Boxes
Add the following to L 3.11.6:
The type of cast iron boxes shall be as specified on the drawings.

PS L 4.3 Testing
Add the following to L 4.3
The Contractor must ensure that the test equipment is in good order and that it is calibrated.

PS L 5.1.1 General
Add the following to L 5.1.1:
Where asbestos cement pipes are built into structures as indicated on the drawings, the length of pipe that is built in, must not exceed 600 mm.

In order to facilitate for movement between structures, a length of asbestos cement pipe of a minimum of 600 mm must be connected to the section that is built into the structure or to the pipe, as indicated on the drawings.

PSL 5.1.4 Laying: Depths and Cover
Add the following after the first sentence:
”Unless otherwise shown on the drawings, All pipes smaller and equal to 110mm diameter shall be laid to provide a minimum cover of 1,0m from finished ground or roadway level within road reserve and 0,8m elsewhere. Pipes larger than 110mm diameter shall be laid to provide a minimum cover of 1,2m.”

PS L 5.1.4.2 Deflection
Substitute "1,5° per joint in the case of AC pipes" in L 5.1.4.2 with "3° per joint in the case of AC pipes with AC couplings and 4° in the case of AC pipes with cast iron short collar repair couplings".

PS L 5.6.1 Construction: Valve and Hydrant Chambers: General
Replace the clause with the following:
“All chambers and surfaces boxes shall be constructed in accordance with the details shown on the drawings.”

The drawings of valve and hydrant chambers which are bound into the document shall super-sede the corresponding drawings in the standard specification.

PS L 5.9 Lifting and Relaying of Existing Pipes
Add the following to L 5.9:
Existing water pipes at certain points shall be lifted and relayed deeper in the same position. The Contractor must make timeous arrangements with the local authority.

PS L 5.11 Stand Pipes
Stand pipes shall comprise a CI saddle, of size suitable for the water main, drilled and tapped 28 mm; length of 28 mm copper pipe ending 750 mm above ground level; 25 mm brass hose bip-tap; all bends, fasteners and other fittings necessary; standpipe fixed to wall of building or fixed to and including 100 mm diameter wooden pole 1 400 mm long firmly installed in the ground.

PS L 7.3.1 Testing: Standard Hydraulic Pipe Test: Test Pressure and Time of Test
Add the following to Cl 7.3.1.1:
“Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.”

Substitute Cl 7.3.1.2 with the following:
“The test pressure for field testing shall be 1,5 times the rated maximum working pressure of the pipe.”

Substitute CL 7.3.1.3 with the following:
“The test pressure applied according to Cl 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipeline will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.”

PS L 8.2.3 Extra-over 8.2.1 For The Supplying, Fixing And Bedding Of Valves Unit : No

Add the following to L 8.2.3:
Valves are measured and paid for per item, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings, isolating valves (e.g. under air valves), complete as shown on the drawings. Flanged distance pieces shall be included in the rate for fire hydrants.

PS L 8.3 Water Meters Unit : No

The rate for water meters shall cover the cost of the supply of a flanged water meter, with the necessary couplings to be connected to the appropriate pipes, the installation, testing and putting into operation of the complete meter.

PS L 8.4 CONTROL VALVES Unit : No

The rate for control valves shall cover the cost of the provision of a flanged control valve with a flanged gate valve of the same diameter, with the required fittings, couplings, piping, etc. to be connected to the appropriate pipes, as well as for the pilot valve, copper pipe, etc. and for the complete installation, testing and putting into operation of the valve.

PS L 8.2.8 Recover Old Pipe Line Unit : m

Add the following to L 8.2.8:
The tendered rate for the lifting and relaying of pipelines at a deeper position in the same trench shall be all inclusive to expose the existing pipeline which lies at a depth of up to 1,5 m, to disconnect it, remove it, deepen the trench to 2 m, prepare the bedding and relay the pipes, and backfill and compact the trenches. The rate shall also cover the cost of timeous liaison with the authority concerned and homeowners, and the programming for the disconnection of that service at a time arrange with the authority so that the minimum disruption occurs.

There will be distinguished between the various pipe diameters, and all the requirements of L 8.2.8 and L 8.2.9 are applicable as well.

PS L 8.2.10 Temporary Valves, Etc. Unit : Sum or No

Substitute L 8.2.10 with the following:
Temporary valves, end caps or blank flanges testing shall be included in the rate for the laying of pipes except where separate items are included in the schedule of quantities.

PS L 8.2.11 Anchor/Thrust Blocks and Pedestals Unit: m³

Under item (b) delete the following item:
Reinforcement Unit: t

Replace the first sentence under “Reinforcement” with the following:
“Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all reinforcement for the required dimensions”

PS L 8.2.13 Valve And Hydrant Chambers, Etc Unit : No

Add the following to L 8.2.13:
The rate for scour-valve chambers must also cover the cost of the supply and installation of the scour outlet as described in PS L 3.10.4 and indicated on the drawings.

PS L 8.2.14 Manholes Unit : No

Add the following to L 8.2.14:
Overflow boxes and pipe outlets shall, as in the case of manholes, be measured and paid for per number and shall be all inclusive as shown on the drawings.

PS L 8.2.16 Cut Into And Connect To Existing Mains Unit : No

The cutting into existing mains shall be measured by the number of each type and diameter of pipe cut into.

The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe.

PS L 8.2.17 Stand Pipes Unit : No

Separate items will be scheduled for each diameter and type of water main.

The tendered unit rate shall cover the cost of the all material described in PS L 5.11, and of the plant and labour necessary for the complete construction of a stand pipe.

PS L 8.2.18 Extra-over L 8.2.1 For Laying Of Control Cable Unit : m

The control cable shall be supplied by the electrical contractor and it must be laid in the pipe trench under this contract according to the specifications of the electrical contractor. The tendered rate shall cover the cost of receiving, storing, handling, laying, bedding, making of joints, etc. and shall provide for all delays that may be caused by this.

End of PSL

SANS 1200 SECTION LB: BEDDING (PIPES)

PS LB 1.1 SCOPE

Add, after the first sentence, the following:

"This specification also covers the bedding required for electric cables and cable ducts."

PS LB 3.1 Selected Granular Material (SANS 1200LB Cl3.1)

Replace the clause with the following:

"Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13,2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

The Contractor shall, at least 14 days before commencing bedding operations, submit a sample of the material he intends to use as selected granular material to the Engineer for approval.

Where selected granular material from excavations on site the Contractor shall ensure it conforms to the above requirements.

In very wet conditions and if so ordered by the Engineer, a non-plastic crushed material with the specification as stated below should be used for bedding cradle.

a) Grading

Sieve size (mm)	% Passing
19,0	100
13,2	84 -100
9,5	70 - 84
4,75	45 - 65
2,36	29 - 47
1,18	19 - 33
0,60	13 - 25
0,30	10 - 18
0,15	6 - 13
0,075	4 - 10

b) Crusher value

The aggregate crushing value, calculated at minus 13,2 mm plus 0,5 mm fraction, may not exceed 29.

PS LB 3.2 Selected Fill Material

Replace the clause with the following:

"Selected fill material will comply with the provisions of SANS 1200LB Cl 3.1 as amended"

PS LB 3.3 Bedding

Replace the first sentence with the following:

"For rigid pipes, Class B bedding will be used throughout."

PS LB 5.1.4 Compaction (SANS 1200LB Cl 5.1.4)

Replace "…90% MAMDD" *with* "93% MAMDD (100% for sand)".

PS LB 8.1.1 Supply Of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

Except for electric cables payment for bedding material and selected fill material is only made if the selected trench-excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

PS LB 8.1.3 Volume of Bedding Materials

Add the following:

"The volume of bedding material shall be measured net and shall exclude the volume occupied by the pipe."

PS LB 8.1.4 Separate Items for Cradle and Blanket

Replace the clause with the following:

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

PS LB 8.1.5 Disposal of Displaced Material

Add the following:

"All surplus and unsuitable material as described in Cl 8.1.5 shall be disposed of as described in SANS 1200D Cl 5.2.2.3."

PS LB 8.2.2.3 From commercial sources

Add the following to LB 8.2.2.3:

c) Bedding for wet conditions Unit : m^3

The requirements of PS LB 3.1 for bedding in wet conditions must be noted. Payment will only be applicable if ordered by the Engineer.

PS LB 8.2.2.4 From stockpile (provisional)

a) Selected granular material Unit : m^3

b) Selected fill material Unit : m^3

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within a free-haul distance of 0,5 km.

End of PSLB

SANS 1200 SECTION LC: CABLE DUCTS

PSLC 3.1 Materials: Ducts
Add the following:
"Class 6 uPVC pipes (dia 110 mm or 160 mm) shall be used as ducts for electric and telecommunication cables under streets."

PSLC 3.2 Bedding
Substitute LC 3.2 with the following:
"The provisions of SANS 1200 LB: Bedding (Pipes) and the relevant project specifications shall apply mutatis mutandis. Payment shall be made under the appropriate payment clauses of SANS 1200 LB or related project specifications."

PSLC 3.3 Backfill
Substitute Cl 3.3 with the following:
"The provisions of SANS 1200 DB: Earthworks (Pipe Trenches) and the relevant project specification shall apply mutatis mutandis. Payment shall be made under the appropriate payment clauses of SANS 1200 DB or related project specifications."

PSLC 3.4 Cable Duct Markers
Add the following to Cl 3.4:
'Cable duct markers shall be provided as specified in PSLC 5.8".

PSLC 5.1.1 Construction: Excavation of Trenches: Trench Widths and Depths
Add the following:
"5.1.1.5 Trench widths shall be in accordance with the provisions of SANS 1200 DB: Earthworks (Pipe Trenches). The minimum depth of cover over ducts shall be 800mm from the final road level. The minimum depth of cover over ducts shall be 600 mm where construction traffic is liable to cross them. Road crossings shall therefore be constructed after the construction of the roadworks has reached the stage where the required cover is available."

PSLC 5.2 Construction: Bedding and Compaction of Bedding
Replace Cl 5.2.1 and Cl 5.2.2 with the following:
"All ducts shall be laid in flexible pipe bedding according to the provisions of SANS 1200 LB: Bedding (Pipes). Backfilling shall be according to the provisions of SANS 1200 DB: Earthworks (Pipe Trenches)."

PSLC 5.8 Construction: Road Crossings
Substitute "0,5 m" in the last sentence of Cl 5.8 with "1,0 m" and add the following:
"Ducts for road crossings shall be sealed by means of end caps."

PSLC 5.10 Construction: Position to be Marked
Replace the subclause with the following:
The positions of ducts shall be marked by means of incisions on top of the kerb. The mark shall be 5mm thick with 75mm high lettering. The recess shall be painted with poly acrylic roof paint. Precast recessed kerbs are preferred. Identification marks to be as follows:

The draw wire, as specified in Cl 5.3.3, shall be secured to a 150 x 150 x 150 mm grade 20 MPa/19 mm concrete marker, which shall be installed with a depth of cover of 50-100 mm below the final level. The Contractor shall keep accurate records of the exact position of each duct.

PSLC 7.2 Testing: Compaction Testing
Substitute the subclause with the following:
"The Contractor shall, for at least one out of every five road crossings, submit density tests to the Engineer at his own expense. The decision as to which road crossing densities shall be tested, rests with the Engineer. The Contractor shall, if such densities fail to meet the minimum requirements, prove at his expense that all the other densities do comply with the specified minimum requirements."

PSLC 8.2.5 Measurement and Payment: Scheduled Items: Supply, Lay and Prove Duct Unit: m
Substitute "GPO" in Cl 8.2.5(a) with "Telkom".

PSLC 8.2.8 Measurement and Payment: Scheduled Items: Cable Markers Unit: No
Add the following:

"The rate shall also cover the cost of the end cap and the incisions, concrete marker and draw wire, as specified in PSLC 5.10. Cable markers as per applicable drawing"

End of PSLC

PS LD 3.1.5 uPVC Pipes

Replace with the following:

"Sewer pipes and fittings shall be Heavy Duty (Class 34) uPVC pipes. No alternative pipe types will be considered."

PS LD 3.5.2 Precast Concrete Sections

Add the following to LD 3.5.2:

"Precast concrete sections with an inside diameter of at least 1 000 mm shall be used for manholes with sewer lines smaller or equal to 200 mm diameter. Sectional spun concrete cylinders shall have been manufactured from dolomitic aggregate. For all manholes the invert level of the outlet shall be 30 mm lower than the lowest inlet invert level. The joint between the manhole and the concrete roof slab shall be sealed effectively with a sealant, to the prescriptions of the manufacturers and approval of the Engineer, to prevent the infiltration of subsurface water or stormwater. Lifting holes shall be sealed off effectively, with an epoxy, after installation and before backfilling. The soffits of all inlet pipes in a manhole shall be on the same level. If the outlet pipe is bigger than all the inlet pipes, it shall have the same soffit level as the inlet pipes. All manholes complete with bottom, shall be able to accommodate a water pressure of the full manhole depth, as specified on the drawings, with an additional 50 % safety factor."

PS LD 3.5.7 Step Irons

Replace the subclause with the following:

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

PS LD 3.5.8 Manhole Covers and Frames

Add the following to the subclause:

"All manhole covers and frames shall be in accordance with the details on drawings."

PS LD 3.6 Marker Posts

Add the following:

"The positions of erf connections shall be marked by means of incisions on the face of the kerb. The mark shall be 5mm thick with 75mm high lettering. The marking shall be painted with red acrylic paint. Position of markers shall be in accordance with the details on drawings."

PS LD 5.4 CONNECTIONS TO MANHOLES

Add the following to LD 5.4:

If the gradient of a pipe is more than 1:10, a vertical bend shall be used to connect up to the manhole. The Contractor shall take care that no low point is formed in the pipe as a result of the bend. If a pipe lies at a gradient of 1:10 (5,71°), a 11,25° bend cannot be used since a bend with an angle larger than the grade of the pipe will result in a low point. It is the responsibility of the Contractor to shorten the bend in order to create the required angle.

For pipes with a gradient of up to 1:10, the angle can be taken up by a joint in the manhole and if required, also by the joint between the short-length and first full pipe.

PS LD 5.6.1 General

Substitute LD 5.6.1(a) with the following:

"Manholes shall be of precast concrete sections and shall be constructed as shown on drawings.

1. Final cover levels of manholes in streets and paved areas shall be to the same level as the street or paved area.
2. On side walks, lawns and garden areas the cover level shall be 20 mm above the final ground level.
3. In midblock sewers it shall be 50 mm above ground level.
4. Outside the road reserve or erf boundaries, it shall be 100 mm above natural ground level.

If a manhole is positioned at a low point or in a hollow where stormwater infiltration may occur, the manhole cover level must be raised to a level to avoid the danger of infiltration, or to a level as agreed with the Engineer."

PS LD 5.6.2 Benching

Add the following to LD 5.6.2.3:

Benching for all manholes.

PS LD 5.6.3 Step Irons

Add the following to LD 5.6.3:

Step irons shall only be installed in manholes deeper than 1,2 m.

In the case of sand traps the lowest step iron will be installed 300 mm above the floor of the manhole. An additional step iron shall be installed on the opposite side of the sand trap at the same level as the lowest step iron, as shown on the drawings.

PS LD 5.6.4 Brick Manholes

Add the following to LD 5.6.4.3:

Walls of brick manholes, as well as the extension of AC manholes above the concrete roof slab, shall be plastered internally as shown on drawing LD-3. External plaster work shall extend to at least 150 mm below ground level. Manholes shall not be extended above the concrete roof slab by more than 300 mm with brickwork.

If manhole covers are raised with bricks, a half-brick recess, as a foothold, shall be left directly above the concrete slab above the step irons.

PS LD 5.9.1 Location and Details

Add the following to Cl 5.9.1:

"Erf connections shall be installed on the exact positions as indicated on the drawings. All connecting sewers shall be laid at a gradient of 1:60, except where otherwise ordered by the Engineer. Erf connections for foul sewers shall be in accordance with the relevant construction drawings."

PS LD 7.1.5 General

Add the following:

"All tests shall be repeated after the completion of backfilling of pipe trenches."

PS LD 7.1.6 General (SANS 1200: LD Cl 7.1.6)

Add the following:

"d) A water test will be conducted on all sewer lines after installation."

PS LD 8.2.3 Manholes

Add the following:

"Manholes shall be measured complete as indicated on the drawings and the rate shall be all inclusive for benching, step irons, cover and frame, and it shall make provision for all additional excavation and backfilling.

Manholes deeper than 1,5 m shall be provided with an additional concrete base, if specified by the Engineer. All costs involved in additional excavation, backfilling, material and labour shall be included in the rate for the additional base.

The depth of manholes as mentioned in the schedule of quantities, shall be measured from the final cover level to the outlet invert level (flow level).

PS LD 8.2.4 Extra-Over Item 8.2.3 for Backdrops, ect.

Add the following:

The tenderer rate shall include full compensation for construction of a backdrop as per detail drawing.

PS LD 8.2.6 Erf Connections Unit: No

Substitute LD 8.2.6 with the following:

The rate shall be all inclusive and shall cover the cost of excavation, backfilling, bedding, pipes, and fittings. An extra-over item for variation in pipe lengths is provided for connections, shorter or longer than specified and shall include the necessary excavation, bedding, backfilling, all material, etc. and will be also be measured under depth increments in the schedule of quantities.

The depth increment for the extra pipe lengths shall be determined by the depth of the end caps. If the deviations are negative, payment shall be reduced accordingly.

The rate for new erf connections on existing sewers shall also cover the cost of additional excavation and backfilling around the mains, cutting of pipes, handling of sewage flow, etc.

Imported material for bedding, fill blanket and main fill shall be measured and paid for under the relevant items for mains.

PS LD 8.2.8 Anchor Blocks Unit: m3

Add the following to LD 8.2.8:

Payment for anchor blocks shall be made for pipes with gradients steeper than 1:10 and shall be measured in m3.

PS LD 8.2.11 Connection to Existing Sewer at….

Add the following:

"Separate items will be scheduled for each diameter of connecting pipe.

The tendered rate shall include full compensation for constructing erf connections to existing sewer lines and will include any additional channelling and benching associated with the connection, cutting the pipe to suit the connection, supplying and building in the short junction pipe, extra couplings, dealing with existing flow, preventing foreign material from entering the sewer and making the connection. Where a direct connection is made to an existing pipe, the rate covers all labour involved in opening the existing pipe, the removal of the existing end cap and disconnection at the pipe."

End of PSLD

SANS 1200 SECTION LE: STORMWATER DRAINAGE

PS LE 3.1(d) Materials: Culvert Units and Pipes: Skewed Ends
Replace the subclause with the following:
"Where pipe culverts are to be constructed with a skew angle of more than 20°, the skew ends shall be cut on site."

PS LE 5.2.2 Construction: Bedding and Laying: Pipe Culverts
Add the following:
"All pipes shall be laid on Class B bedding, as specified in SANS 1200 LB. Spigot and socket pipes with rubber ring joints must be used exclusively"

PS LE 8.2.8 Supply and Install Manholes, Catchpits
Substitute LE 8.2.8 with the following:
"The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings. The rate shall cover the cost of excavating and backfilling with approved selected material from site borrow pits, stockpile or commercial sources, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to manholes, catchpits, etc. and of building pipes into the walls of such structures, but not for the cutting of skewed ends."

Add the following to LE 8.2.8
d) Headwalls:
"The unit of measurement shall be the number of each, in the depth increments as scheduled, fully installed in accordance with the details shown on the drawings. The rate shall cover the cost of excavating and backfilling with approved selected material from site borrow pits, stockpile or commercial sources, compacted to 93 % of MAASHTO density (100 % for sand), supplying and installing of all material and accessories, the inlet kerbs and the channel adjacent thereto as well as for the removal and spoil of all surplus material. The rate shall also include the connection of pipes to the headwall, building pipes into the walls of such structures and for the cutting of skewed ends."

PS LE 8.2 Measurement and Payment: Scheduled Items
Add the following payment items:

PS LE 8.2.14 Excavation for subsoil drains.....m^3
The unit of measurement shall be cubic meter of material excavated for subsoil drains. Measurement shall be made to the neat dimensions as shown on the relevant drawings. The rate tendered shall include full compensation for setting out, excavation, shoring (if applicable), dealing with groundwater and preparation of the trench for installation of the subsoil drain.

PS LE 8.2.15 Supply and Install Subsurface Drains According To Drawings…….…… m
The length shall be measured on the centre line of the completed subsurface drain. The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for backfilling with suitable granular material, compaction, cutting, wasting, overlapping and installing of the materials where applicable.

PS LE 8.2.16 Connecting Subsurface Drains to Manholes, Kerb Inlets, Etc…… No
The unit is the number of subsurface drain pipes built in at manholes or kerb inlets. The rate shall cover the cost of all labour, plant and materials necessary to connect the subsurface drain to manholes and/or kerb inlets, and making the structure watertight, all as shown on the drawings.

PS LE 8.2.17 Construct detention pond outlet structure as per detail……..…….…….. No
The rate tendered shall include full compensation for all works associated with constructing the stormwater outlet for the detention pond as shown on the relevant detail. The tendered rate shall include all formwork and concrete, pipe work, excavation, temporary works and all backfill associated with the construction of the outlet. Provision should also be made in this item for approximately 0.25 tons of reinforcing steel per outlet structure.

End of PSLE

SANS 1200 SECTION LF: ERF CONNECTIONS (WATER)

PSLF 1.1 Scope
Substitute LF 1.1 with the following:
"This specification covers the construction of connections from a watermain to extent as indicated on drawings. It includes excavation, backfill, supply, pipework, fittings and the making of connections."

PSLF 3.1.4 Materials: Pipes, Fittings and Couplings: Polyethylene Pipes
Add the following:
"All polyethylene pipes shall conform to SANS 4427 and have a nominal pressure rating of 16. The diameters of the pipes are as shown on the drawings (typical specification is PE 100 PN 16).

PSLF 3.4 Materials: Bedding
Replace the subclause with the following:
"The bedding shall be specified as per PSLB 3.1 and PSLB 3.3 supra."

PSLF 3.6 Materials: Markings and Marker Posts
Replace the subclause with the following:
"The positions of erf connections shall be marked by means of incisions on the face of the kerb. The mark shall be 5mm thick with 75mm high lettering. The marking shall be painted with blue acrylic paint. Position of markers shall be in accordance with the details on drawings."

PSLF 5.2.2 Construction: Laying from Main to Erf: Pipe Laying
Add the following:
"Erf connection pipes shall be laid to a depth so that the top of the pipe is not less than 450 mm nor more than 600 mm below the final road surface or sidewalk level, with the provision that where construction traffic is liable to cross the connections the pipes shall have a cover of at least 450 mm.

Erf connections shall be bedded as for flexible pipes except that the selected fill blanket will not be required. The bedding thickness above and below the pipe shall be 100 mm. Where the erf connections cross areas subject to traffic loads the trench shall be backfilled in accordance with the requirements of PSDB 3.6.1 and PSDB 5.9.4

PSLF 5.2.3.1 Construction: Laying from Main to Erf: Service Connections: General
Add the following:
"The working pressure in the mains for determining the test pressure at which tests for erf connections shall be done will be as specified in PSL 7.3.1."

PSLF 8.2.1 Measurement and Payment: Scheduled Items: Provide erf connections complete
Add the following after the last sentence:
"The rate will exclude the supply and installation of water meters. The rate shall be deemed to include all works as described in PSDB 5.7.2 (Compaction in Road Reserve) and shall cover all excavation in all materials irrespective of whether this is conducted using machinery or by hand (as described in PSDB 3.1)."

"Where water erf connections off existing pipes are specified, the rate also needs to allow for arrangements to close off the water supply to the affected area of the network and arranging for inspection and supervision by the relevant line department."

End of PSLF

SANS 1200 SECTION M: ROADS (GENERAL)

PSM 5 Construction:
Add the following:
“The relevant widths and road details are shown in the cross sections contained in the relevant drawings.

PSM 7.3.3 Testing: Routine Inspection and Testing
Replace the subclause with the following:
“Statistical evaluation of test results shall not be applicable to this contract”

PSM 7.3.4 Testing: Routine Inspection and Testing
Add the following subclauses:
“The Contractor shall bear the costs of process control tests carried out by the Engineer at the request of the Contractor or as specified for process control.

PSM 7.3.5 Testing: Routine Inspection and Testing
Add the following subclauses:
"The cost of refilling and compacting the density test holes shall be included in the rate tendered for the construction of that layer.”

End of PSM

SANS 1200 SECTION ME: SUBBASE

PSME 3.2.1(d) Materials: Physical Properties: Regional Factor
Replace the last sentence with the following:
"The regional factor for his area is 0,60 and the regional minimum CBR value for sub-base material is thus 45%."

PSME 7.2.2 Testing: Process Control and Routine Inspection and Testing: Routine Inspection and Testing
Add the following:
"Notwithstanding subclause 7.2.2 and Table 3, no single test result which is below the specified density will be accepted."

End of PSME

SANS 1200 SECTION MF: BASE

PSMF 3.3.2 Materials: Physical and Chemical Properties: Graded Crushed Stone

Replace subclause (a) with the following:

“The maximum size of the crushed stone shall be 37.5mm”

Add the following subclause:

“d) The CBR at specified density shall be at least 80%”

PSMF 7.3.2 Testing: Routine Inspection and Testing

Add the following:

“Notwithstanding subclause 7.3.2 and Table 4, no single test result which is below the specified density will be accepted.”

End of PSMF

SANS 1200 SECTION MK: KERBING AND CHANNELLING

PSMK 3.2.3 Materials: Precast Kerbing and Channelling: Strength
Replace subclause with the following:
"Precast kerbs, edging and channels shall be of grade 25 MC PA/19 mm concrete."

PSMK 3.9 Materials: Bedding Materials
Replace subclause with the following:
"The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the drawings"

PSMK 5.2 Construction: Precast Concrete Kerbing and Channelling
Replace the first sentence of the subclause with the following:
"The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the drawings"

End of PSMK

3.4.4 PLANT AND MATERIALS

3.4.4.1 PLANT, CONSTRUCTION EQUIPMENT AND MATERIALS SUPPLIED BY THE EMPLOYER

No “free issue” plant, construction equipment and materials will be incorporated in this contract.

3.4.4.2 MATERIALS, SAMPLES AND SHOP DRAWINGS

It is a requirement of this contract that all commercial/imported materials to be built into the Works be inspected and approved by representatives of the Employer and the Employer’s Agent to ensure adherence to the specifications. Samples of all materials will be required to be presented to the Employer’s Agent’s Representative (RE) on site for approval. Materials built into the permanent works without prior approval of the RE may be ordered to be removed and replaced with approved materials. Such inspections and approvals may include but are not limited to the following:

- Road and layer works materials
- Imported earthworks materials
- All pipe materials and related pipe fittings and pipe specials
- Manhole rings and covers

3.4.5 CONSTRUCTION EQUIPMENT

3.4.5.1 REQUIREMENTS FOR EQUIPMENT

There are no minimum requirements for any of the construction equipment other than those stated elsewhere in these specifications.

3.4.5.2 EQUIPMENT PROVIDED BY THE EMPLOYER

No construction equipment will be provided by the Employer.

3.4.6 EXISTING SERVICES

3.4.6.1 KNOWN SERVICES

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

The Employer will make available all information relating to known services within the site boundaries and the immediate vicinity prior to the start of the construction of the works. The Contractor will be expected to expose and detect the location of such known services in all locations where they may interfere with the construction of the Works. Where such known services are located, the Contractor will be expected to mark and keep accurate records of the location and depth of services. The Contractor must provide the complete set of records to the Employer’s Agent and highlight deviations from the Employer’s as-built records. The Employer’s Agent will then determine if any amendments are required to the design.

3.4.6.2 TREATMENT OF EXISTING SERVICES

The Contractor will be required as part of this contract to connect all piped services to the existing surrounding infrastructure. Where outages to sections of the water and sewer networks are required, the Contractor is expected to apply to the Employer for such outages in a timeous manner. Connection to any of the existing services will be done strictly according to the requirements of the municipality.

3.4.6.3 USE OF DETECTION EQUIPMENT FOR THE LOCATION OF UNDERGROUND SERVICES

Where exposure of existing services by hand excavation is not feasible it is expected that the Contractor will aquire and make use of appropriate detection equipment. Costs for the purchase and/or hire of basic cable route and pipe flow detection equipment is assumed to be included in the contract rates. No additional payment will be certified should the use of such equipment be required.

3.4.6.4 DAMAGE TO SERVICES

The Contractor will be held liable for damage to all known services and services where the location can be reasonably predicted. If an underground service is located within 2m (in all directions) of the position shown on as-built records, it will be deemed to be a known service. Damage to unknown services will be the responsibility of the Employer.

3.4.6.5 REINSTATEMENT OF SERVICES AND STRUCTURES DAMAGED DURING CONSTRUCTION

The reinstatement of services and structures damaged by the Contractor during Construction will be the responsibility of the Contractor unless the service or structure to be reinstated is of a specialised nature. Reinstatement of specialised services and structures will be done by the Employer for the Contractor's account. Approval from the RE to be sought before commencing with any reinstatement or repair of services and structures.

3.4.7 SITE ESTABLISHMENT

3.4.7.1 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

The Employer will be responsible for providing electricity to the Contractor. Electricity will be provided via a metered supply which will be for the Contractor's account. The Contractor will be responsible for the application to the municipality for an electrical site connection. Any costs related to such application and connection will be deemed to be included in the Contractor's site establishment contract rates.

Water required for mixing of concrete must be of potable standard and the Employer's Agent will not allow the use of treated effluent for these purposes. The Contractor will be required to arrange water trucks for water delivery to site for concrete items of work.

3.4.7.2 FACILITIES PROVIDED BY THE CONTRACTOR

The Contractor will be expected to provide the following services and facilities on site:

- Telecommunication services for use by Contractor and the Employer's Agent's Representative -Internet, data and cell phone/airtime.
- Ablution facilities
- First aid
- Office, workshop and construction camp facilities
- All security staff employed by the contractor on behalf of the Employer or at any Municipal property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.7.3 STORAGE AND LABORATORY FACILITIES

The contractor shall be responsible for his own storage facilities and security thereof. At this stage no laboratories would be required on site as all quality control testing must be done by an accredited testing facility.

3.4.7.4 OTHER FACILITIES AND SERVICES

Other temporary facilities necessary for providing the works which are not provided by the Employer are as follows:

- Telecommunications for all site staff including the RE
- Security services as described elsewhere in this document
- Medical and first aid facilities for all persons visiting or working on the construction site.
- Fire protection services for all activities related to the construction of the works.
- Waste disposal of all construction waste generated by the Contractor
- Temporary sanitation/toilet facilities on site as required by applicable legislation. Separate facilities required for males and females where required.

3.4.7.5 VEHICLES AND EQUIPMENT

The following facilities and equipment will be provided by the Contractor for the exclusive use by the RE:

- A desk/workspace designated to the Engineer's Representative in the Contractor's office
- The Engineer's Representative must have access to the Contractor's internet connection on site
- Basic survey equipment and 2 survey assistants at no charge as reasonably required by the RE
- The RE will make use of his/her own cellular phone. The cost of telephone calls and internet usage/subscription will be claimed by the Contractor under the relevant payment item and reimbursed directly to the RE.

3.4.7.6 ADVERTISING RIGHTS

Should the Contractor wish to erect any signage or display any advertisements within the site other than the approved contract nameboard, it may only be done with the prior written approval of the Employer.

3.4.7.7 NOTICE BOARDS

The Employer or the Employer's Agent will provide the Contractor with a design for the manufacture of the contract nameboard/s. Payment for such nameboard/s will be claimed by the Contractor under the relevant payment item. The nameboard/s will have to be erected at the commencement of the works on site and will need to be maintained in good condition for the duration of the contract period. The exact position for the installation of the nameboard/s will be pointed out to the Contractor by the Employer.

The nameboard/s will be removed and disposed of by the Contractor at the conclusion of the defect's liability period. The cost for such removal and disposal needs to be included in the tendered rate allowed for the nameboard/s in the contract bill of quantities.

3.4.8 SITE USAGE

The contractor will be allowed to work within the site boundaries. The areas where special precautions must be taken and/or working permission to be obtained, will be pointed out on site by the RE on site or the Client Representative / Project manager. Any work done outside the allowable area prior written permission can lead to penalties.

The Contractor will have full access to the project site for the duration of the contract period. However, it should be noted that once phase one of the project has been completed, possession of this portion of the site will revert back to the Employer. The aim is then to hand over this portion of the site to a newly appointed Contractor for the construction of houses. The Contractor will be afforded access to the phase one site for the purposes of work related to the defects liability period.

3.4.9 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.10 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor will be required to confirm the position and levels of all existing services and connection points to the surrounding pipe and road reticulation networks. Where materials differences in levels and/or position of services are discovered the Contractor needs to inform the Employer's Agent immediately so that the necessary changes can be made to the layouts and design levels.

3.4.11 INSPECTION OF ADJOINING PROPERTIES

The contractor will be required to inspect, with the owners, the various properties bordering on the construction site and record any pre-existing damage or defects to buildings, structures, roads or pipes. Accurate records need to be kept by the Contractor in the event that claims are received from neighbouring property owners for damages to their property.

3.4.12 WATER FOR CONSTRUCTION PURPOSES

The Contractor should allow for testing of effluent water quality prior to use in the works, unless regular testing of effluent water is being done by the Employer at the source of collection. Such results to be provided to the RE for

approval prior to such water being used in construction of the works.

Water required for mixing of concrete must be of potable standard and the Employer's Agent will not allow the use of treated effluent for these purposes. The Contractor will be required to arrange water trucks for water delivery to site for concrete items of work.

3.4.13 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Employer's Agent will provide the Contractor with survey benchmarks upon the contract commencement date. The Contractor will be expected to use these benchmarks as the basis for all survey control and the setting out of the works. The Contractor will assume full responsibility for the accuracy of their setting out of the works. The RE will do regular inspections on site to confirm the accuracy of the setting out of the works. The Contractor will be expected to make the necessary staff and equipment available to the RE for such inspections. Any portions of the work found to be outside of the relevant tolerances as specified will have to be redone at the Contractor's cost.

3.4.14 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.15 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on behalf of the Employer or at any Municipal property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.16 UNIVERSAL ACCESS

In pursuit of becoming a fully accessible city, the Municipality expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant Municipal documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the Municipality's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.

C3.5 Management

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3.5.1. FORMS FOR CONTRACT ADMINISTRATION
3.5.2. HEALTH AND SAFETY

3.5.1. FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

a) Monthly Project Labour Report (Annex 1)
b) B-BBEE Sub-contract Expenditure Report (Annex 2)
c) Joint Venture Expenditure Report (Annex 3)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **R350.00** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Employer's Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. 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 and proof of such acknowledgement shall be furnished to the Employer's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the employer's agent upon request.

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contactor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6 in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

3.5.2. HEALTH AND SAFETY

Particular Specification C6: Health and Safety Specification is attached hereto.

C3.6 Annexes

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Annex 1: Monthly Project Labour Report

Annex 2: B-BBEE Sub-contract Expenditure Report

Annex 3: Joint Venture Expenditure Report

ANNEX 1 - LANGEBERG MUNICIPALITY

Will be Provided to Contractor upon appointment

ANNEX 2 - LANGEBERG MUNICIPALITY

CONTRACT NO. AND NAME: .....

CONTRACTOR: .....

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO. .....

Value of the contract (as defined in the **Preference Schedule**) (**P***)	R	B-BBEE Status Level of Prime Contractor	

Name of Sub-contractor (list all)	**B-BBEE Status Level of Sub-contractor[1]**	**Total value of Sub-contract (excl. VAT)[1]**	**Value of Sub-contract work to date (excl. VAT)[1]**	**Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor**
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of **P***	%

[1]Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: ..... **Date:** .....

Verified by Employer's Agent/ Employer's Agent's Representative: ..... **Date:** .....

ANNEX 3 - LANGEBERG MUNICIPALITY

CONTRACT NO. AND NAME: .....

CONTRACTOR: .....

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO. .....

Value of the contract (as defined in the **Preference Schedule**) (**P***)	R	B-BBEE Status Level of Joint Venture	

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement[1] A	Total value of JV partner's contribution (excl. VAT)[1] B = A% x P*	Value of JV partner's contribution to date (excl. VAT)[1] C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

[1]Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: ..... **Date:** .....

Verified by Employer's Agent/ Employer's Agent's Representative: ..... **Date:** .....

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

Part C4: Site Information

PART C4: SITE INFORMATION 183

LANGEBERG MUNICIPALITY

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

TENDER NO. "34/2022"

LOCALITY PLAN

The coordinates below can be used for directions to the site.

Ashton Silo Cemetery
33° 50.379'S
20° 4.729'E

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

Part C5: LANGEBERG Municipality Supply Chain Policy

PART C5: LANGEBERG MUNICIPALITY SUPPLY CHAIN POLICY 185

(This document will be made available electronically by WEC-Consult to all tenderers present at the compulsory Site Clarification Meeting)

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

Part C6: Health and Safety Specifications

PART C6: HEALTH AND SAFETY SPECIFICATIONS 186

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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Introduction

A responsible Occupational Health and Safety management is **essential** to protect the client, consultants, contractors, employees, visitors and the public to provide a work environment that encourages a health and safety culture.

Purpose

The purpose and objectives of this Specification is to ensure that all Contractors (herein referred to as the "*Contractor*" (including Principal Contractor, Contractors, Subcontractors, Service Providers, Consultants or similar) shall enter into a **contractual agreement** / relationship with Langeberg Municipality (herein referred to as the "*Client*"). Such Contractor shall achieve and maintain an acceptable level of Occupational Health and Safety performance whilst conducting work for or on behalf of the Client.

These health and safety specifications ("*specifications*") have been prepared in terms of the Occupational Health & Safety Act, Act 85 of 1993 (hereinafter referred to as the "*OHS Act*") and the regulations promulgated there under and as amended, in particular the Construction Regulations 2014 and guidelines published there under and **must be complied with**.

It is a **requirement** that Contractor's shall **provide a safe and healthy working environment** and to direct his activities in such a manner that his employees and any other persons, who may be affected by his activities, are not exposed to hazards to their health and safety, maintain OHS Act legislative compliance and minimize the risks of incidents, injuries, contracting diseases and damage to the employees' health, environment, assets or property of the Client.

Scope

This **document is part of** the tender requirement, all contracts, principal agreements, applicable service level **agreements** and legal **appointments** entered into with Langeberg Municipality and a Contractor or service provider.

The Contractor is required to use and apply it when **developing** Health and Safety documentation for implementation on sites. This document will carry equal weight to the contracts, principal agreements, service level agreements and legal appointments as far as enforcement, compliance and breach is concerned.

These **specifications form an audit guideline** and management tool for the use of the Contractor to **ensure compliance with the OHS Act and Regulations, Directions, Directives, Notices and Guidelines** promulgated there under and updated from time to time. National Health Regulation will be implemented that requires the compliances to Communicable Diseases (also known as Covid-19).

Any **contradiction** between these specifications and the OHS Act, the OHS Act take preference except where explicitly stated. When these specifications do not cover specific health and safety requirement, the **OHS Act must be used as the standard requirement**.

Adherence

The specifications are **mandatory before the commencement** and for the duration of any contract works to be conducted on any Langeberg Municipality premises (owned or leased). These specifications shall be implemented and be subject to audits, without prior announcement from time to time.

It is the responsibility of the contractor to familiarise himself with the **contents of this specification** and any subsequent updates hereto. The latest version should always be kept in the contractors file on site.

Failure to adhere to this specification may result in disciplinary action, penalties and a breach being raised in the event of continuous non-conformances.

Reputational impact

Any action or inaction taken relevant to this Specification which may have potential to incur reputation risk for Langeberg Municipality , i.e. likely to result in material criticism and / or censure of Langeberg Municipality by key stakeholders or opinion formers (including clients, market counterparties, regulators, government officials, law enforcement agencies, media or NGOs) should be escalated to the appropriate committee.

Penalties

Penalties may be implemented for continuous non-compliance to sample provisions set out later in this specification.

Interpretation

The SSHSS contains clauses that are generally applicable to building / construction / civil work and to impose pro-active controls associated with activities that impact on human Health and Safety as it relates to plant and machinery.

Compliance to the requirements of the OHS ACT is in addition to the requirements of the SSHSS and is part of the Contractor's responsibility. The CLIENT will monitor that the Contractors comply with the requirements of the OHS ACT and will not prescribe to the Contractor how such compliance is achieved.

Definitions

For the purpose of this SSHSS some of the definitions / acronyms given hereunder have been extracted (but not limited) from the Construction Regulation shall apply:

"*Construction Work*" (as defined in the Construction Regulations, 2014) means any work in connection with –

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

"*Hazard Identification, Risk Assessment and Risk Control*" means a documented plan, which identifies hazards, assesses the risks and detailing controls.

"*Site*" means the area in the possession of the Principal Contractor after site hand-over for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Client's representatives / Engineer.

"*The Act*" means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under.

"*Client*" means Langeberg Municipality.

"*Hazard*" means a source of or exposure to danger (source which may cause injury or damage to persons or property)

"*Risk*" means the probability or likelihood that a hazard can result in injury or damage

"*Principal Contractor's Responsible Person*" means any person appointed in writing by the Principal Contractor to supervise construction or building work. The appointment shall be as required by the OHS ACT which shall stipulate Health and Safety responsibilities, area of responsibility and the proposed duration of the project.

"*Employer's Personnel*" means any Employee of the Principal Contractor, Contractor or Sub Contractors.

"*SSHSS*" means Site Specific Health and Safety Specifications / Occupational Health and Safety Specification.

Health and Safety Plan

The Contractor shall be required to develop and provide for review and approval by the client's representative, a comprehensive site and project specific Health and Safety Plan, prior to work commencement.

Such plan shall be specific to the scope of work of the contractor including his sub-contractor scope of work, addressing the requirements set out in this specification.

Such plan must follow this specifications layout and shall detail the Contractor's planned methods of management on site for the duration project. The detail required shall provide the client with a clear indication of how the Contractor (as well as his sub-contractors) intends to address, implement and manage the requirements of this specification in terms of his own scope of works.

The contractor's health and safety plan must include a **Table of Content (INDEX)**.

The CIDB has gazette a best practice Standard for Health and Safety Plans and auditing requirements (Grade 2 to 9), Vol 641 9 November 2018 No 42021. The potential principal contractor should adopt such **standard for the layout of the Principal Contractor's Health and Safety Plan**.

Such health and safety plan audit standard were gazetted by the CIDB to ensure that every contractor's health and safety plan is evaluated fairly.

1. Project information

This health, safety and environmental specifications have been prepared for the preparation of construction work. Thereafter the enforcement of these specifications will be applicable during the construction phases. The appointed contractor's health and safety plan cannot override the client's specifications.

A general description of the type of work activities involved in the project.

This description of the works is not necessarily complete and shall not limit the work to be carried out by the principal contractor and contractor under this contract.

The Scope of Work consists of:

EMPLOYER'S OBJECTIVES

Ashton is situated approximately 172km north of Cape Town along the N1 highway. It is a relatively small settlement about 21km away from the main town in the Langeberg Municipal area, Robertson.

The upgrading of the Silo's Cemetery will increase the available graves for the community of Ashton.

OVERVIEW OF THE WORKS

The preferred option is the redevelopment of the remainder of Erf 71 of 158(Erf RE71/158) to extent the existing capacity of 1087 graves with an additional 10 000 graves.

GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for, construct and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The Engineer shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved subcontractors.

EXTENT OF THE WORKS

The Works in general include but is not restricted to the following:

- Construction of new gravels roads on the existing contours of erf 71
- Construction of open stormwater channels
- Construction of Stormwater headwalls and manholes with pipework
- Construction of new stormwater retention dam

LOCATION OF THE WORKS

The Work is located in:

a) Ashton at the SILO's Cemetery.

Scope of principal contract

The Contract includes the Survey and Design and Construction of the following:

1. The installation of stormwater pipes, manholes construction and headwalls
2. Rip and Compaction of layer works
3. Installation of Combination Kerbs & Edgings
4. Placing of a Wearing Course
5. Accommodating all traffic
6. All survey (levelling, setting out, but not, limited to)

SUBSOIL INVESTIGATIONS AND TEST RESULTS

No soil investigations were undertaken. Tenderers shall therefore acquaint themselves with conditions on site.

EXISTING SERVICES, KNOWN SERVICES

Information about piped and other services below the surface of the site

No record drawings of existing services, except those which are shown on construction drawings, are available. The successful tenderer will have to consult with the relevant authorities to point out existing services prior to commencement construction activities.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the contract. The Contractor must take every effort to locate such services which may be damaged as a result of construction.

TREATMENT OF EXISTING SERVICES

The treatment of existing services, i.e. their termination, diversion of continued use, either temporarily or permanently, is shown on the relevant drawings. Any services encountered on site which are not on the drawings, must be pointed out to the Employer's representatives. The Employer's representatives will issue further instructions with regard to the treatment of these services.

Construction activities shall include the following:

- Detection and adjustment of existing services;
- Site clearance;
- Construction of layer works complete with kerbing and channelling;
- Storm water inlet / outlet structures, pipe culverts;
- Training, supervision and provision of equipment for local labourers;
- Installation of interlocking pavers complete with bevelled borders by local labourers (The tender makes provision for two alternatives with regard to the supply of paving bricks); and
- Reinstatement of surfaces.

Activities may also include, but are not limited to:

a. Public safety and security;
b. Protection of environment;
c. Site Organization, Establishment and Barricading / Hoarding;
d. Site handover meeting and progress meetings;
e. Deliveries and other Construction Vehicles;
f. Manual Handling of Material and Equipment;
g. Earthworks (Excavation);
h. Backfilling;
i. Compacting and Filling;
j. Construction of Access Roads;
k. Road Signs and - markings;
l. Demolition works;
m. Installation of Services;
n. Electrical Reticulation;
o. Steel reinforcing;
p. Concrete Works;
q. Bricklaying & Plastering;
r. Plumbing;
s. Roof Erection;
t. Scaffolding & Working on ladders;
u. Working in elevated positions;
v. Welding and gas cutting;
w. Fire prevention;
x. Hoisting and lifting Operations;
y. Landscaping; and
z. Subcontractors and Visitors on site.

Throughout the construction process it is required that the contractors are compliant to the require regulations.

Health and Safety is everyone's responsibility, report Unsafe Acts and Unsafe Conditions to your superior immediately.

Project program or schedule details, including start and finish dates, showing principal activities and intermediate stages.

i. Project Program / schedule details

A project program with schedule detail need to be prepared by the appointed contractor once the tender has been assigned. Such program must be updated and recorded in the meetings and site-specific health and safety file of the contractor.

ii. Start and finish dates

Once an appointment has been made the official starting date will be confirmed with the contractor and site handover arrange once all documentation work, including the approval of the health and safety plan and the site-specific health and safety file, has been approved.

iii. Principal Activities

Within the Scope of Works section, a general list of activities was described. These activities form part of the Hazard identification process

iv. Intermediate stages

This SSHSS was prepared for incorporation during stage 4 to form part of the Tender documentation to ensure that the potential contractor make provision for these requirements during Stage 5 and 6. Stage 5 is the construction phase and stage 6 the close-out stage. Within the construction period different progress stages may also be defined by the professional team.

Client's requirements for health and safety management on project.

2.1 Health and Safety Responsibilities

The principal contractor's health and safety responsibility are delegated following an organizational structure whereby the involvement of management, contractor's and employees are coordinated through both their skills, training and experiences to be acceptable **competent persons** to perform their delegated duties.

A diagrammed **Organogram** (See annexure below as sample) must be included in the Contractor's health and safety plan and kept up to date in the health and safety file on site. When a **change of management** occurs, the client must be notifying and supplied with the required CV, which shall include the qualification and health and safety training for such person, for approval. Legal appointments must be updated when a change of management occur.

Each appointment letter shall indicate:

a. Legal reference to the appointment (Please note: one legal reference one appointment. E.g. CR 8. (1) cannot be appointed as CoVid-19 Compliance Officer on the same document with only indicating additional duties);
b. The name of the person appointing and his / her designation;
c. The name of the company who this person represents;
d. The name of the appointee and the appointment;
e. The detail of the site / address
f. Period of validity of such appointment (not longer than 3 year);
g. Signature of the Company's representative making the appointment & date of signature;
h. Duties or reference to requirements in regulations (to include Checklists & Registers);
i. Acceptance of appointment;
j. Signature of acceptor and date; and
k. Designation.
l. Training certificate (where applicable)

All contractors including the professional team members has to ensure that an arrangement is in place to ensure all their employees have valid medical certificates of fitness.

2.2. H&S goals

The project team and contractor's management must commit to the implementation of Health, Safety & Environmental standards from management down.

During the following goals need to be adhered:

- Site supervisor must be on Site at all times;
- Employees and client employees required to comply by wearing minimum required PPE – Personal Protective Equipment;
- Construction Supervisors to ensure all employees were supplied PPE as Job Category register to ensure employees work safe;
- Work safely;
- Report all Near-Hits to the Client;
- Comply with SHE Management System;
- Comply with site-specific Work Rules;
- Prevent and/or correct unsafe behaviours;
- Prevent and/or correct unsafe work conditions;
- Implement Specifications;
- Security required at site entrance;
- Will be managed through Monthly site audits and Weekly inspections, PTO's, SWP, DSTI's.
- Site Manager and Safety Managers to supervise this on a daily base.

To achieve such goals the contractor must **monitor and review** these goals, targets, key performances indicators, etc.

2.3. Hazard identification and risk assessments

Baseline Risk Assessment

The client prepared a baseline risk assessment to cover all the possible identified risks on the project as required by Construction Regulation 5. (1)(a). The Principal Contractor shall take cognisance and incorporate this baseline risk assessment into their construction risk assessment.

The Contractor shall submit their "construction" **risk assessment** (can also be referred to as a project "**method statement**" with reference to a project schedule / plan) for the project, which shall form part / addendum when submitting the Health and Safety plan and place in the health and safety file. The above incorporate "RAMS" (Risk Assessment and Methodology Statement) methodology.

The Risk Methodology applied should follow the hierarchy of controls mitigation and must form part of the Risk Assessment, and be included in the Health and Safety File. Within such documentation the Principal Contractor **shall address risk rating** strategy (Matrix) used.

Should the Principal Contractor commence work without approval of the risk assessment, or should the risk assessment not reflect the activities being undertaken, the CLIENT may instruct the work to be immediately halted, and the Principal Contractor **will have no claim** against the CLIENT in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken

The risk assessment should include the following:
(a) The identification of the risks and hazards to the Health and Safety to which persons may be exposed;
(b) The analysis and evaluation of the hazards identified;
(c) A documented plan and safe working procedures to mitigate reduce or control the risks identified;
(d) The monitoring and review plan of the risks and hazards; and
(e) The relevant personal protective equipment or clothing.

The Principal Contractor shall ensure that all persons entering the site are informed of all hazards on site; record of this is to be kept on the Health and Safety File.

The risk assessment should take into consideration the following key processes for this project, but are not limited (nor exhausted) to:

- Site Establishment inclusive of long-lasting hoarding separating construction area with the operations of the other contractors
- Identification of existing services, exposure and protection thereof
- Access Control of Public, including Students, to site
- Backfilling of trenches
- Bricklaying
- Brush / Bush Cutting
- Chainsaw use
- Compacting and Filling
- Compacter Operations
- Cutting of Concrete, Road Surfaces or Kerbs
- Cutting of Steel
- Demolition
- Electrical Tools and Electrical Installations
- Electrical works and connection/disconnection of electricity to municipal supply or other
- Excavating of trenches / foundations (hand and mechanical)
- Fire
- Flammable Liquids / Gas
- Fragile materials
- Goods - / Material - / Passenger Hoist Operations
- Hand Tools
- Hazardous Bio-waste
- Hazardous Chemicals
- Hygiene requirements
- Hot Works
- Kerb Laying
- Lifting Operations
- Manhole Rings and Pipes Storage
- Manual Handing of General Items
- Members of Public, including Students
- Movement (transport) of Construction Vehicles (Inclusive of light vehicles)
- Noise and dust
- Overhead Services
- Painting
- Paving
- Plant / Vehicle and Equipment operations
- Plastering
- Plumbing
- Precast slabs
- Road Construction / - Marking
- Road Working
- Rope Access Work
- Scaffolding (Erection / Inspection and Dismantling)
- Site Strip
- Skipping of concrete with hoist / crane
- Temporary Works (Shoring / Scaffolding or False Works)
- Tower Cranes
- Traffic Management
- Underground Services
- Working at Heights
- Working during inclement weather
- Working near sewage water
- Working near water environments
- Work near underground services

All health hazards that can be present during any of the above activities should include individual, dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk then appropriate equipment or clothing must be used and be SABS approved.

Issue Based Risk Assessment

As circumstances and needs arise, separate risk assessment studies will need to be conducted. These will be associated with a system for the management of change. An additional risk assessment will need to be conducted and submitted to the CLIENT for verification when for example:

(a) A new machine is introduced onto site;
(b) A system for work is changed or operations altered;
(c) After an accident or a 'near miss' has occurred
(d) New knowledge comes to light and information is received which may influence the level of risk to employees on site.

Continuous Risk Assessment

This is the most important form of risk assessment which should take place continually, as an integral part of day-to-day management.

This should be conducted by Construction Manager on site and it is essential that formal **training** be provided to enable this process to be efficient.

The Principal Contractor shall be responsible for making sure that all employees under his / her control are conversant with the content of the Risk Assessment and what appropriate measures have been put in place to either eliminate or reduce the identified risks. The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process. Records are to be kept of this communication. Such information can also be communicated through Safe Work Procedure (SWP), Safe Operation Procedure (SOP), Toolbox talks, Job Base Analysis (JBA) or Task Bases Assessment (TBA).

Continuous Risk Assessment is also commonly known as a Daily Safe Task Instruction (DSTI's).

2.4. Design Information

In terms of Construction Regulation (2014), regulation 6.(1)(c&d), the designer must -

- Make available in a report all relevant health and safety information about the design, the geotechnical-science aspects and loading that the structure is designed to withstand; and
- Inform the client in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.

An alteration in the design requires the principle contractor to review the *management of change* procedure to anticipate if any hazards may arise due to such alterations.

a. Relevant existing records available on services would either be obtained through the Project Implementing Agent or from the Municipality's building Inspectorate.
b. Surveys, site-investigations and Geotechnical reports conducted on behalf of the client can be requested through the Project Implementing Agent should it be available.
c. "As-built" drawings could be sourced from the appointed Architect.
d. The municipality has traffic flow statistics should density and traffic flow information be of relevance to a project.
e. Should any change of design occur the contractor must address how this will be received on site, recorded and distributed. Liaison with the PIA on design changes must be recorded. The latest version of any new design must always be available on the site.
f. The line of communication is discussed under a later section, but the principle contractor should note this in his plan at this point as well.

g. An arrangement how on-site changes, potential health and safety implication of variation orders (VO's), Request for Information (RFI's and site Instructions to be explained.
h. Due to the institution's continuous use of facilities all areas need to be available most of the time. Should areas be demarcated permission must be sought and approved through the PIA.
i. Should new work "packages" be handed over during the project the incorporation of such work package be into the existing programs to be indicated.
j. An arrangement for continuous interaction with the client representatives must be indicated where the design is on-going.

2.5. Communication and Consultation

2.5.1 Communication: Client

The Contractor must provide the client with their client communication procedure that shall include:

a. Reporting prior to work commencement on any client site with:
   i. **a signed mandatary agreement (37.2) with the client**;
   ii. an approved health and safety plan;
   iii. an in-dated letter of good standing;
   iv. stamped Notification of Construction work (each contractor); and
   v. Certificate of Compliance (COC) to commence after the implemented health and safety file has been audited.
b. Reporting site mobilisation and site establishment for a site inspection;
c. Reporting of review and approvals of appointed sub-contractors to perform work on the client site (in line with a.i-iv above);
d. Notifying the client if there is any change to the site management;
e. Ensure all employees has previously been approved with security clearance;
f. Notify the client of any incidents, accidents or served notices by any regulatory authority while on site and during the project;
g. Reporting to the client site inspection and audit findings;
h. Report corrective and preventative actions (non-conformance close-out) within 48 hours;
i. Advise the client in writing of any emergencies including actions taken.

2.5.2 Communication: Workforce

The Contractor must provide the client with their workforce consultation and communication procedure that shall include, but not limited to:

a. Communicable diseases (CoVid-19) hygiene, sanitising, awareness and PPE;
b. Medical conditions, restrictions or recommendations;
c. Health and Safety Rules;
d. Incident and near miss reporting;
e. Report findings and corrective actions in incident investigations;
f. Lessons from non-conformances and audits;
g. Communicating of Risk Assessments for the work to be performed;
h. Awareness (posters) & Toolbox Talks;
i. DSTI communication
j. OHS meetings to initiate, promote, maintain and review measures of ensuring the health and safety of persons on site. Note that this may be included in the progress or site meetings as an agenda item.

2.6. Co-operation between contractors

The contractor must coordinate and make arrangements:

a. Identifying where works by one contractor and their assessment and control of risks may affect the works of another contractor;
b. Between all contractors such as where the type and frequency of health and safety meetings are described;
c. For preventative and control measures where more than one contractor may be exposed to the same risk; and
d. for Health and safety surveillance and/or assistance between various contractors.

2.7. H&S Monitoring

A contractor must document:

a. How the Health and Safety performance on site is going to be monitored?
b. How the Health and Safety performance of others especially contractors are going to be measured and monitored?
c. Who, on the site, will stop unsafe acts by contractors and employees?

2.8. H&S Inspections

General Inspection, Monitoring and Reporting

A table of intended inspections (with the stipulated frequency) are to be included in the Health and Safety plan and placed on a Site Calendar for ease of reference. Inspection registers and checklists must be kept in the Health and Safety File.

Internal Audits

The Principal Contractor shall conduct monthly Health and Safety audits of the project Health and Safety Management System, including the sub-contractor records, to ensure compliance with the OHS Act and OHSS. Records of audits must be kept and non-conformance reported, investigated and corrective action must be taken and reported to prevent re-occurrence to the client. Proof hereof recorded as a non-conformance close-out must be submitted to the client's agent within 24 hours after the non-conformance was reported on an internal audit report.

External Audits

The CLIENT, or its relevant Representative, shall conduct monthly Audits on site. All documentation held by the Principal Contractor shall be available for inspection. The Principal Contractor shall provide any additional information required. The Principal Contractor is required to (must) participate in the Audit and adheres to the section of these specifications.

A copy of the Close-out report must be submitted to the client's representative within 48 hours of audit report placed in Principal Contractors Health and Safety File. The Principal Contractor has 3 (three) workings days after hard copy of audit was placed in contractors file to rectify any non-conformances.

As information the full process of health and safety documentation approval is stipulated as follow:

a. Invited contractor's health and safety file be electronically submitted and approved;
b. Evaluation of health and safety plan of potential contractor during tender evaluation;
c. Discuss, negotiate and approve health and safety plan after appointment of contractor;
d. Evaluate the implementation of the health and safety file on site with site establishment;
e. Conduct monthly audits and where required bi-weekly site visits. Reports on such must be documented and provided by auditor in hard copy to the site within 7 days after the audit was conducted signed by auditor and a site supervisor who were present during the visit;
f. Audit close-out report on findings documented and distributed to client's representative within 3 days after the documented hard copy of audits / visit was placed in contractors file;
g. Final project close-out, when zero working hours are reached, submitted to the client to include:
    i. Withdraw, close, retract and cancel all legal appointments;
    ii. Consolidated list of contractors (Name, Area of work, Contact number & email)
    iii. Final month's Health and Safety audit report and Certificate of Compliance
    iv. Minutes of the Health and Safety Committee meetings (when applicable)
    v. Summary of Incidents & IOD report (Incidents on Duty)
    vi. Summary of WCA /COIDA Claims
    vii. Total project Man-hours and DIFR (Disable Injury Frequency Rate / 200,000 hours)
    viii. Environmental rehabilitation status
    ix. Current or outstanding Health and Safety Non-conformances.
    x. Ensure that all registers and checklist are closed with the last sentence being on the document marked as "CLOSED" with the applicable date and "closed" marked across the full page.

2.9. Health and Safety Review

Contractors must ensure that health and safety documentation included in the health and safety file be reviewed **monthly** or when any change of management occur. The responsibility of review lies with the contractor's management and the responsibility must be designated. Good practice is to include a tabular section to either front or back of each document (H&S Plan, Risk Assessment, etc) for revision or monitoring information.

The results of such review must be submitted for approval by the client.

2.10. Training

Health and Safety Training

The Construction Regulation requires that "***A Client must ... ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures***".

The Principal Contractor shall at project start-up conduct a training needs analysis (**training / skill matrix**) to ascertain what Health and Safety training is required and what already exist. The training needs should specifically be based on the scope of work in relation to supervision with daily risk assessment qualification / experience, first aider, incident investigation, ladder inspection and tool inspection competencies.

The single page in tabular format as intended plan of action should be drafted and included in the Health and Safety plan and **submitted with the tender**.

Once the identified people have attended training, the Principal Contractor must ensure copies of the certificates are kept in the Health and Safety File (First Aider, Safety Rep, Fire fighter, etc).

Where a Part-time OHS Practitioner is appointed the Construction Managers and / or - supervisors are required to have, as minimum, **legal liability training** with SAQA US certificates. SAQA US for CIVIL is 120344.

Excavation supervisors and construction manager must have a SAQA US 365183 competency certificates.

The following skills training to be considered:

a. **Legal Liability**;
b. Excavation Supervisors;
c. Fall Protection;
d. **Fire Equipment Inspector**;
e. Fire Marshal;
f. **First Aider**;
g. Formwork & Support;
h. Hand Tool Inspector;
i. **Health and Safety Representatives**;
j. Legal Liability Training for Management;
k. Machine Operator;
l. Scaffolding Erectors;
m. Scaffolding Inspectors;
n. Stacking & Storage Supervisor;
o. Welder, grinding / cutting machine operator;
p. Working at heights;

Induction

The Principal Contractor shall conduct Site Specific Inductions to all new employees and visitors on site. Proof of inductions in a form of attendance registers must be kept in the Health and Safety File.

Should any new equipment or plant be brought to site employees should be inducted on such ensuring the understanding, **blind spots, risks** and coordination when these units are being used.

Within the Contractor's Health and Safety Plan a layout of such induction to be performed should be indicated that will include Safety Rules. An attendance register must be kept and signed by all attendees.

Awareness

The Principal Contractor shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees.

A record of who attended and the content of the topic will be kept in the site Health and Safety file as evidence of training.

Competency

After the Principal Contractor has identified the training to be conducted, based on the Hazard Identification & Risk Assessment (HIRA); he/she shall send the relevant persons on appropriate courses and keep the accredited certificates of training for reference in the site health and safety file. A maximum grace period of 30 days from the start of the project are provided for this training to be conducted and proof must be submitted to the client's representative.

2.11. Purchasing

The contractor has to ensure that the purchasing procedure include the evaluation of competencies and adequate resources of the contractors, suppliers and manufacturers. No Principal Contractor may appoint a specialist contractor who then appoints a subcontractor for such services.

2.12. Site rules

The Contractor shall ensure that all persons working under his control observe the health and safety rules of the client at all times and shall not permit any person who is not directly associated with the work from entering the site.
These specifications express various rules and other restrictions on contractors, suppliers and manufacturers such as permit-to-work procedures and arrangements for compliance by others with the rules herein and those of the contractor's health and safety plan.

2.13. Permits

The Contractor must implement a permit system for high risk activities, but not only limited to:

a. Concrete pouring;
b. Confined spaces;
c. Electricity and other energy sources;
d. Excavations;
e. Explosive, corrosive or toxic gases or atmospheres;
f. Extreme temperatures;
g. Hazardous substances or Radioactive material;
h. Hot work or Steam;
i. Isolation of the fire alarm or fire suppression;
j. Lifting operations;
k. Night work;
l. Operations requiring lockout
m. Possibility of drowning in bulk material / tanks;
n. Restricted access, exit and movement
o. Welding, grinding or any other operation that could result in sparks;
p. Working at heights, - isolation;
q. Working in close proximity to water environment
r. Working on live/pressurized equipment
s. Working on public holidays, weekends and during a shutdown period;

The permit shall include the arrangements for competence and authority for issuing, acceptance, renewal (validity) and clearance of permits to work.

The Contractor shall ensure that work for which a permit is required by legislation, this specification or own permit to work procedure, is not performed by his employees prior to obtaining such permit. The Contractor shall additionally also ensure that Langeberg Municipality or the Municipalities permit for specific work procedure (way leave) is prior obtained and complied with on site, for the duration of the project.

2.14. Site security, access and transport arrangement

Security

The Principal Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimise those dangers.

The construction area should be permanently hoarded-off to prevent access of non-construction staff into the construction area. This should further be able to prevent excessive dust. Appropriate Health and Safety signage shall be posted at all times.

The Principal Contractor have a duty in terms of the OHS ACT to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place.

The visitors to site shall go through a visitor's Health and Safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. A proof of such induction must be kept on the safety file for audit purposes.

Each of the Contractor's employees must be issued with a company identification card which must be displayed on his/her person at all times whilst on site (card only when required).
Such identification **cards** shall include as a minimum:

a. Company Logo;
b. Employee name and surname;
c. Employee photo; and
d. Identity number.

A list of employees with their next of kin must always be available on site (COID requirement as well).

The Contractor acknowledges that its employees, vehicles as well as that of its agents, subcontractors and service providers may be subject to security searches at any time, and the Contractor shall ensure the aforementioned parties co-operate fully with such searches.

Access

The Contractor is required at all times to be aware of all subcontractors on site and ensure that they have means of identification and proof to verify their authorization to be on site. It is important to note that failure to produce such means of authorization for site work will result in the immediate eviction of the subcontractor from the site.

The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water or other construction related materials – daily inspections to be conducted by the Contractor with action to be taken without delay.

The Contractor must upon site establishment identify and **demarcate** designated walkways. Signage should be displayed indicating it as a designated and safe to use walkway. Walkways should be safe to use in terms of distances from hot works, works with electrical tools, overhead work, and trenches and should be of such that persons using the walkway do not disturb any work activities taking place in the area.

Transport of Workers

The Principal Contractor shall refer and comply with the requirements set in the National Road Transport Regulations, 2000. The Principal Contractor shall, and not be limited to:

- Not transporting persons together with goods or tools unless there is an appropriate area or section to store them;
- Not transport persons in a non-enclosed (top) vehicle, e.g. truck, there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle;
- Not transporting workers on the back of open light motor vehicles;
- Provision of a serviced portable fire extinguisher in vehicles at all times;
- Driver must have a valid PDP license transporting people; and
- Adequate seating arrangement specifically in respect of social distances.

2.15. Deliveries

The contractor must make arrangement and get approval from the client for deliveries, any restriction such as delivery times, demarcation, reserved storage areas, loading and unloading areas, and working area for prefabrication to be put in place. Banksmen / direct supervision from contractor's side must be present receiving, offloading and departure of delivery vehicles.

2.16. Construction employees' facilities

The Principal Contractor shall provide facilities for

a. Safekeeping, e.g. lockers etc.;
b. Temporary shaded structure to serve as a mess room or eating area;
c. Sufficient toilets for each gender (1 toilet per 30 workers);
d. Hand washing facilities;
e. Soap and toilet paper;
f. Disposable paper hand drying material;
g. Where there is a risk of exposure to HCS separate lockers shall be provided for clean and soiled/ contaminated clothing for each employee;
h. Communicable Diseases (COVID-19) requirement;
i. Waste bins must be strategically placed around the site and emptied regularly but no less than weekly;
j. Workers must not be exposed to HCS while eating and must be provided with adequate, sheltered eating areas complete with benches and tables separated from the work areas; and
k. Stores may not double up as change rooms, mess areas or eating areas.

The weather conditions might be unsuitable for workers to be exposed to, e.g. in rainy season.

2.17. Waste

The responsibility to ensure that all Contractors enforce, in terms of their waste management, environment sustainable methods, the disposal, keep sufficient waste containers for different waste types as described below and record such in a waste management plan.

Contractor to reduce the amount of waste that is generated and where waste is generated ensures that useable waste is re-used / recycled or recovered in an environmentally sound manner before being safely treated and disposed of.

Any waste of material value the client needs to be informed and when and where possible handed over to the client.

Waste will be classified in the following categories and these requirements incorporated into the contractor's waste management plan:

LIQUID WASTE:

a. When mobile toilets are used it must be serviced on a weekly basis and waste dispose by the service provider in an acceptable manner;
b. Service records must be documented;
c. Cleaning of the inside of the toilets are part of the hygiene requirement and recording must be daily conducted;
d. The contractor must provide sufficient toilet paper for such toilets as required by the facilities regulation;
e. Cleaning of paint buckets / brushes and disposal of paint may not be through the storm water system;
f. Run-off from wash bays must be intercepted
g. Chemical spills must be contained and cleaned

SOLID WASTE:

a. Any littering is prohibited;
b. Bins must be provided and cleaned on regular basis, preferably by end of each week or whenever possible;
c. Disposal must be to a legal dumpsite;
d. Sites must be swept of material that could cause injury or damage to persons or vehicles;
e. Hand mixing of cement is only permitted inside a batch mixing bucket (brimmed area) or on the footprint of a construction area.
f. Contaminated ground / soil must be treated or be removed and the area rehabilitated immediately.

HAZARDOUS WASTE:

a. Hazardous materials may only be disposed of at an appropriately permitted landfill or disposal sites for hazardous material;
b. Dedicated containers clearly marked for Hazardous waste must be used and only be used for designated purpose as designed; and
c. Hazardous waste registers to be maintained.

GENERAL WASTE REQUIREMENTS

a. Disposing of waste must be conducted as soon as possible at a legal dumpsite, skip or on permitted municipal landfill site;
b. Contractor must monitor the presence of litter on the work sites;
c. Waste must not be allowed to stand on site to decay resulting in bad odours;
d. Poisonous or material capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved by the local authorities.

2.18. Personal Protective Equipment

Personal Protective Equipment (PPE)

A PPE needs analysis is to be conducted in accordance with the HIRA. PPE is to be issued free of charge. The Principal Contractor is to indicate procedure for Lost or Stolen and Worn Out or Damaged PPE.

The following PPE shall be used on site as minimum required for everyone on site:

- Steel-Toe Safety Shoes/Boots;
- Hard-hat;
- Two Piece Overalls;
- Protective gloves where required; and
- Hi-Viz Vest **in cases where visibility is impaired.**
- Employees working at access points need to wear cloth masks and **face shield** when recording employees and visitors entering the site.

2.19. Working hours

The regional sectorial requirement in terms of the BCEA should be complied with. Contractor must document their working hours and breaks. Total working hours per week not to be exceed legislative requirement.

An arrangement for working at night, after hours, over weekends and during holidays with supervision must be documented in health and safety plan.

All works must be supervised on site at all times and the contractor must stipulate how after hours will be supervised in their health and safety plan.

Where accelerate work programs are implemented adherence to undisturbed weekly or two weekly rest period (BCEA 15.(1) & 15.(2)) should be adhered to (weekly is 36 consecutive hours and fortnight basis is 60 hours).

Night Work

The Principal Contractor shall not undertake any night work without prior arrangement and a written authorization from the CLIENT. The Principal Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

All works must be supervised directly by management on site.

NB: risk assessment to be revised should night works be approved.

2.20. Notice boards

Different notice board may be required depicting the following information on a site:
The professional team involve in the project (external Organogram); and
Displaying health and safety pictographs, access control, PPE requirement and contact details to the site management (Internal Organogram).
A layout for the professional team will be provided by the Consulting engineer / Program Implementing Agent. Only approved erecting locations may be used. The requirement and provision for the implementation of Notice Boards will be indicated within the Bill of Quantity.

2.21. Emergency and first aid

Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by in the Health and Safety File.

The procedure shall detail the response plan including the following key personnel:

- List of key personnel,
- Details of emergency services,
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous material / situation, including each material's / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees and use of hazardous substances.

A contact list of all service providers (Fire department, Ambulance, Police, Medical and Clinic, etc) must be maintained and available to site personnel.

First Aid Box and First Aid Equipment

General Safety Regulations 3.(2) Where more than 5 employees are employed .. provide a first aid box … at or near the workplace. (4) Where more than 10 employees are employed, … at least one person is readily available.

On this project the Principal Contractors shall provide an on-site First Aid Box, adequately stocked (19 items as prescribed) at all times, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider.

2.22. Medical certificates

The contractor has to ensure that an arrangement is in place to ensure all the management and employees have valid medical certificates of fitness specific to the construction work to be performed. Any employee onsite for longer than 48 working hours per month must have a valid medical certificate. Where EPWP or casuals are employed a medical statement "fit to work" must be signed before employment may comment and a medical certificate (Annexure 3) presented when working longer than 48 hours.

2.23. Medical surveillance

OCCUPATIONAL HYGIENE

a. Proper health and hygiene measures must be put in place to prevent exposure to hygiene hazards.
b. Prevention should include the prevention of accidental inhalation, ingestion, and absorption of any hazardous substance or high noise level exposure.

MEDICAL SURVEILLANCE

The Contractor shall provide in the OHS Plan for the management of employee medical surveillance and ensure that:

a. All employees on site to undergo routine medical examinations specific to the work to be performed taking into account the hazard and risk exposures;
b. This should address pre-employment examination, periodic monitoring and exit examinations;
c. Exit examination will be compulsory for employees working with hazardous chemicals;
d. A declaration should be noted in the close-out report declaring all employees fit on completion of the project;
e. All employees performing work on site must be declared medically fit for the work they are to perform (especially for working at heights);
f. Employees will be notified the results of their medical examinations and any concerns made available that may become evident from medical examinations;
g. Copies of valid medical certificate of fitness must be available on site as a duty of care towards employees to ensure employees are made aware of any health conditions or health restrictions which may have resulted from or may be aggravated by work activities on site.
h. The consultation, notification and communication with the employee should, with the employees' written consent, be made available upon request for verification by the client, regulatory authority or their representatives.

CONTACT TRACING

a. Records kept on site of employees and visitors entering the site for contract tracing purposes.

2.24. Reporting fatality, permanent injury and occupational diseases

The Contractor shall provide in the OHS Plan a summarized section providing information pertaining to his incident management procedure which should include at least the framework of the procedure and noting the requirements set out below.

Incident management procedure

In addition to the above the Contractor shall be required to prepare a comprehensive incident management procedure to be implemented on the client's sites. The procedure should address at least, but not limited to:

a. Incident classifications
b. Incident and near miss reporting process
c. Incident reporting timeframes
d. Investigation teams

e. Investigation techniques/methods to be used
f. Investigation timeframes
g. Investigation reporting
h. Corrective action implementation

Without derogating from the generality of the above, the Contractor shall ensure incidents are investigated by, where appropriate, a competent multidisciplinary team within 7 days. The Contractor shall ensure all incident and investigation records shall be available in the OHS File.

The Contractor shall notify the client of any incidents, accidents and notices served by any regulatory authority while on site. The client shall further be provided with copies of any written documentation relating to any incident. The Contractor will be responsible to inform the relevant authorities of any Reportable Incidents which may occur in terms of the applicable legislation.

All correspondence with the relevant authorities regarding these incidents must be copied and kept in the OHS File.

Incident management documentation

The Contractor shall note in the OHS Plan the incident management supporting documentation which should provide for and include, at least:

a. Legislative reporting and recording documents
b. Contractor's own reporting and recording forms (near miss to be provided for)
c. First aid kit contents list
d. First aid kit inspection checklist
e. First aid dressing register / treatment register

Medical procedure – Communicable Deceases (CoVid-19)
The following documentation should be submitted to the Compensation Commissioner
• Employer Report of an Occupational Disease (W.CL.1)
• Notice of an Occupational Disease & Claim for Compensation (W.CL.14)
• Exposure and Medical Questionnaire
• First Medical Report in respect of an Occupational Disease (W.CL.22) (Should list the diagnosis as U 07.1 ICD-10 code for COVID-19)
• Exposure history (W.CL.110) and/or any other employment history
• A medical report from Dr and/or Specialist
• Progress medical reports (W.CL.26)
• Final medical report (W.CL.26) once MMI reached

2.25. Method statements

Method statements, Safe Work Procedures (SWP), Safe Operating Procedures (SOP), Daily Safe Task Instructions (DSTI's)

Certain changes have been made in the Construction Regulation of 2014 in these regards and are extracted below to indicate current requirements.

Extractions from the Construction Regulations where reference to "**method(s) or method statements**" appear:

QUOTE
Construction Regulation 2003
"method statement" means a written **document detailing the key activities** to be performed in order **to reduce** as reasonably as practicable the **hazards identified in any risk assessment**;
Construction Regulation 2014
"Method statement" The description of a Method Statement was removed from definition section. **…**
Risk Assessment for construction work 9.(1) ... (b) ... documented **method**;
Fall protection Plan 10.(1) ... (2) ... procedures and **methods** used to address all the risks ...
Temporary works 12.(1) ... (3) A contractor must ensure that - ... (n) a temporary works drawing or any other relevant document includes construction sequences and **methods statements**; ...

Excavation 13 (2) A contractor who performs excavation work – ... (k) must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a **method statement** is developed by that person in accordance with the applicable explosives legislation; and ...
Demolition work 14. ... (2) A Contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a **method statement** on the procedure to be followed in demolishing the structure is developed by that person. ...
(11) Where the demolition work involves the use of explosives, a **method statement** must be developed in accordance with the applicable explosive legislation, by an appointed person who is competent in the use of explosives for demolition work ...
Cranes 22. A contractor must, in addition to compliance with the driven Machine Regulations, 1988 ensure that where tower cranes are used – ... (b) a relevant risk assessment and **method statement** are developed and applied; ...

UNQUOTE

It is therefore a legal requirement that method statements be prepared for:

a. Temporary Works;
b. Excavation;
c. Demolition Work; and
d. Cranes.

Anywhere else, but not exhausted, where method(s) is used the contractor must prepare at least the applicable SWP / SOP or DSTI for such method statement.

2.26. Health and Safety File

Based on the scope of work the health and safety file shall include and address, but not limited to, the items set out in the relevant specifications as stipulated by Langeberg Municipality.

2.27 Hand tools

The purpose of this procedure is to ensure employees understand and practice the general safety requirements when using hand tools.

There is a big variety of hand tools in the market. The objective of this is to cover the basic safety principles of a hand tool. The responsibility lies with the Contractor to ensure employees are aware of the safety requirements on any given specific hand tool

Hazards / Risks

- Hand injury from broken or homemade tools.
- Hand injury from incorrect storage of hack saw / "Stanley" knife.
- Eye injury from using a hammer and chisel.
- Hand/body injury from forcing tools beyond their stress capability.

Control Measures to Minimize Risks

- Fitter/leather Gloves to prevent cuts from sharp edges.
- Safety glasses to prevent eye injuries when using tools that can projectile foreign objects (Chisel, Copper hammer, etc.)
- Routine inspections to ensure tools are in safe working order.
× Never throw a tool to another person.
× Never leave your tools lying around.
× Never use a hammer with a loose head.
× Never use none insolated tools for live electrical work.
× Never use tools which have been declared unfit/unsafe.
× Never use another spanner as leverage on a spanner.
× Never leave tools lying on ladders.

a) Always keep your work area clean and neat.
b) Always wear safety glasses and gloves if you are going to work with a hammer, metal file, hand saw and any tool that might produce flying objects and sharp edges.
c) Always report damaged or worn tools by end of shift.
d) Always grind off mushroom heads on chisels and copper hammers.

Pre-Start Procedure
1. Check the condition of the tool before use.
2. Make sure the tool is the correct tool for the job. (Example: correct size and fitment)

Job Steps
1. Inspect tool for wear and damages.
2. Put your gloves, safety glasses and long sleeve overalls on if necessary.
3. Store the toolbox or tool bag out of walkways.
4. Select a tool that is appropriate for the job.
5. Do the job safely
6. Place tool in a carry container until the tool is going to be used again.

2.28 Registers & Checklists

A tabular layout should be included in the contractor's Health and Safety Plan. It is important that the legal required frequencies are adhered to and must therefore be stipulated. (Sample included in Annexure below)

2.29 Legal Appointments

A tabular layout should be included in the contractor's Health and Safety Plan to correspond with the contractor's organogram depicting a list of legal appointments. (Sample included in Annexure below.) Section 2.1 above depict the layout of such appointments.

2.30 Health and Safety Budgets

Construction Regulation 5.(1)(g) requires that the client must ensure that a potential contractor has made adequate provision for the cost of health and safety measures. This includes the following, but not only limited to: Medicals, PPE, Fire-fighting, First Aid, Health and safety personnel, Facilities, Fall Protection, Vehicle and equipment upgrade for use on site, Lifting machinery and equipment, Insurance, First Aid, Training, Signage, Electrical & Plant and Scaffolding.

A contractor should prepare and submit, in tabular form as an annexure, their health and safety budget.

Should a contractor exclude various items as noted above or indicate a no costs, in his own discretion, to an item it will be understood that such costs are included in the contractor's tender costs.

Re-useable items (equipment) costed and claimed in such Budget and approved by the client, e.g. road cones, testing equipment, fire extinguishers, etc., become the ownership of the client after the project has been completed.

3. Environmental restrictions and existing on-site risks arrangements

3.1 Fall protection

Where a fall protection plan is required a competent fall protection planner with SAQA US 229994 certificate must be made available with such plan.
Where employees then work at heights / elevated positions those employees could be trained with a SAQA US 120362.
The person(s) erecting scaffolding must proof competencies with a SAQA US 263205 and for a scaffolding inspector SAQA US 263205.
Where fall arrest systems are implemented SAQA US 229995 and SAQA US 229998 be required.

a. An additional pre-emptive Risk Assessment will be required for any work to be carried out where there is a fall risk and will be classified as "Working at Heights".
b. As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position, as required by the risk assessment contemplated above, shall wear and use a full body harness that will prevent the person falling from the platform or other device utilised. This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such length that the person will not be able to move over the edge.

c. Any platform, slab, deck or surface forming an edge over which a person may fall must be fitted with suitable guard rails at two different heights as prescribed in SABS 10085-1 Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.
d. Where the requirement above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer's head at all times. The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device).
e. Where the requirements above are not practicable, a suitable catch net must be erected. Employees working at heights must be trained to work without risk to their health and safety or that of others and be declared medically and psychologically fit to perform work at elevated positions. Proof of medical fitness and working at heights training must be maintained in the Contractor's OHS File.
f. Where work on roofs is carried out, a risk assessment must be performed and take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof. The Risk Assessment shall place specific emphasis on the placing and handling of roofing materials such as IBR Sheeting or similar materials, (including contingency safety measures), which when exposed to windy conditions represents a serious safety hazard.
g. The Contractor shall ensure a comprehensive fall protection plan and rescue procedure is drafted by an appointed competent person who is trained and knowledgeable in the development of such plans.
h. All employees required to perform work in elevated positions shall be trained and conversant with the requirements of the fall protection plan and the rescue procedure.

Fall Arrest Equipment:

a. Each employee required to perform work at elevated positions shall be issued with a body harness for his/her exclusive use. No harnesses should be shared
b. Fall arrest equipment shall be inspected prior to use by a competent person
c. Fall arrest equipment must be stored in such manner as to not compromise the integrity of the equipment
d. Employees required to use fall arrest equipment shall be sufficiently trained in the correct use thereof
e. Records of training and inspections shall be maintained in the OHS File.

3.2 Fall prevention

Elevated positions including roof work

The Principal Contractor shall ensure that a detailed fall protection plan, rescue plan and HIRA has been undertaken and submitted for approval to the CLIENT before commencement of such activity on site. Such plan shall include (but not limited or exhausted) to: Introduction, Scope, Goals, Definitions, Worksite Information, Fall Protection Risk Assessment, Designations and Responsibilities, Training Management, Employee Health Management, Equipment Management, Operating Procedures, Rescue Procedures, Document Review and Amendments, Records – Training, Records – Medical Certificate of Fitness, Records – Inspection Registers &Records – Staff Register and Personal Details.

Where working on roofs take place the slope of the roof may cause edge protection to be implemented.

Working at heights –height of +1.5m

The Principal Contractor shall ensure that a detailed fall protection plan, rescue plan and HIRA has been undertaken and submitted for approval to the CLIENT before commencement of such activity on site.

All work at height must be:

- Appropriately supervised;
- Properly planned; and
- Carried out in a manner which is safe.

A detailed risk assessment and a fall protection plan that is site and task specific must be approved before working at height may be done. Please ensure that supervision is conducted as per Construction Regulation section 10, a competent person qualified for fall protection development.

Suitable and sufficient means must be provided to prevent workers falling from height. This must include the following measures supplied by the contractor appointed on the project:

a. Scaffolding to allow safe access, both externally and internally;
b. Scaffolding to be signed of weekly and after inclement weather;
c. Internal Scaffolding to be erected for roof work acting as a working platform;
d. Suitable working platforms to ensure safe access to all elevated areas;
e. Suitable fall protection for worker working at height (harness); and
f. Lifelines.

Ladders must only be allowed when it is not possible to use other more suitable access equipment (Scaffolding or platform / podium steps) for access or work of short durations (less than 10 minutes) and where 3 points of contact can be maintained at all times by the person working on the ladder. Suitable platforms must be used where both hands are required to be free and only in cases where it is not possible to use other more suitable access equipment e.g. scaffolding.

Where a slab is being prepared solid edge protection should also be put in place at a height of 1m above floor level.

Ladders and Ladder work

The Principal Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders. Ladders must be selected as suitable for the work to be performed.

3.3 Roof work

When working at heights during the roof erection work scaffolding will be erected in the inside of the structure to prevent the employees from falling to the ground.

Again, the employees working at height are required to make use of safety harnesses and fall prevention techniques to be put in place like safety cables / attachment slings.

Where work on roofs is carried out the Risk Assessment must take into account the possibility of persons falling through fragile material, skylights, soffits and openings in the roof, steel support work trusses and purloins so designed to support the roof structure.

The Risk Assessments shall place specific emphasis on the placing and handling of roofing materials which when exposed to windy conditions represent a serious safety hazard or overload factor.

Where working on roofs take place the slope of the roof may cause edge protection to be implemented.

All life lines and secure/anchor points must be designed and signed off by a competent appointed person or Design Engineer.

Life lines, fall arrest equipment and fall prevention equipment must be inspected prior to use and have a SWL displayed and the SWL certificate must be kept on site.

All fall arrest and fall prevention equipment shall be subject to inspections and tests as required by the Regulations and SANS standards and records of such inspections and tests kept in the site health and safety file.

3.4 Falling objects

Erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by **falling objects**.

3.5 Structures

Existing structures

Contractor will always have in place an emergency plan. The prevention of fire damage, fragility and stability of existing structures is of utmost importance to complete this project in time.

Existing structures with recognized hazard will be reported to the client and Contractor will assist the client to improve the quality of compliance to structural integrity of such structure.

New Structures

During construction Contractor will adhere to the design specifications of the appointed engineering consultant. Pre-cast inspections of steel lay down are implemented in the registers and engineers have to approve pre-cast registers on site. Contractor will adhere to the removal of supports in accordance to the requirements to prevent any uncontrolled collapse of such structure.

When environmental conditions create bad conditions employees will not be allowed to use such uncompleted structure as a hiding place during inclined weather.

3.6 Temporary works

Contractor will adhere to the erection and removal of temporary structures for the casting of slab supports in accordance to the requirements to prevent any uncontrolled collapse of such structure. The engineering design or competent person will stipulate safe removing of such support and document such in the register.

3.7 Excavations and Ground Conditions

Excavation

Survey must be done to determine soil conditions, compaction and location of underground services. Where the uncertainty pertaining to the stability of the soil exists, the decision (documented) from a professional engineer or a professional technologist competent in excavation shall be decisive and such a decision shall be in writing and signed by both the excavation supervisor and the professional engineer or technologist as the case may be.

Excavation supervisors and / or construction manager must have a SAQA US 365183 competency certificates (or obtain one within the first month after appointment).

The following conditions should also be complied with for excavation:

a. Excavation should be sloped to prevent collapse;
b. Excavation should be shored / braced to prevent caving / falling in;
c. Soil dumped at least 1m away from edge of excavation
d. On sloping ground soil should be dumped on lower side of excavation;
e. Use of stop blocks and signs for dumpers and place a banksman;
f. If more than 2-meter-deep shoring must be used and safe access be provided and must be seen as a confined space entry;
g. Protect vehicles from falling into excavation;
h. Provide barriers and signage and lights at night;
i. Beware of undermining adjacent structures integrity;
j. Appoint only a competent person as excavation supervisor;
k. Ensure that no load or plant is placed near excavated areas; and

Work strictly according to the plans provided by the client when searching for current and existing services. Stop work when the current or existing services have not been found within a radius of 1 meter and consult the client's representative before commencing. Preliminary safety talks will be noted and the potential hazards

explained to all employees prior to works. Digging will commence with hand tools at all times when looking for existing services.

Caution should be taken and emergency measure put in place when digging in areas where flooding may occur

The Excavation Supervisor to inspect:

I. Daily, prior to each shift;
II. After an unexpected fall of ground;
III. After any damaged to supports, bracing or shoring;
IV. After Rain

3.8 Demolition works

The Contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.
The Contractor is required to appoint a competent person to supervise and control all demolition work on site. During demolition, the competent person must inspect the structural integrity of the structure at intervals determined in the method statement, in order to avoid any premature collapses.
Contractors who perform demolition work must ensure that:

a. no floor, roof or other part of the structure is overloaded with debris or material in a manner with regard to a structure being demolished;
b. Sufficient steps to ensure that all reasonably practicable precautions are taken to avoid the danger of the structure collapsing would render it unsafe;
c. When any part of the framing of a framed or partly framed building is removed or when reinforced concrete is cut would render it safe; and
d. Precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

Further:

a. Ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced;
b. Ensure that any support, shoring or bracing contemplated above, is designed and constructed so that it is strong enough to support the overhanging material.
c. Where the stability of an adjoining building, structure or road is likely to be affected by the demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
d. Ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work, take the steps necessary to render circumstances safe for all persons involved.
e. Cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means.
f. Cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work.
g. Erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
h. Ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
i. Ensure that every chute used to dispose of rubble is designed and managed in accordance with the relevant section for waste management of this specification.

3.9 Tunneling

Where tunnelling work encounter the Contractor will appoint a competent tunnelling supervisor and have the required documentation / registers in place. No work will be conducted in tunnels with a height dimension smaller than 800mm.

3.10 Scaffolding

Scaffolding

The Principal Contractor shall ensure that a detailed fall protection plan and HIRA has been undertaken and submitted for approval to the CLIENT before commencement of such activity on site. The Principal Contractor shall appoint and train scaffolding inspectors and erectors to ensure all scaffolding is erected according to SANS 10085.

Form and Support Work for Structures

Should the design require this type of work, the Principal Contractor shall ensure that formwork and support work structures are examined and checked for suitability by a competent Person, Structural Engineer, before use, during and after placement of concrete. Records of such examinations are to be kept on the Health and Safety file.

3.11 Suspended platforms

If suspended platforms are used a competent person will be appointed to design such requirement that will provide a designer's health and safety report and certificate for the design. A competent person will be appointed to erect such platform following an operational compliance plan developed by a competent person.

Copies of the design and competent certificates for the suspended platform will be delivered to the regional Chief-Inspector for recognition.

3.12 Rope access work

Where rope access is used the contractor must ensure compliance to section 18 of the Construction Regulation and ensure that a competent person is appointed in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including ensuring health and safety compliance in respect of rope access work.

In addition to the required of section 10 of the Construction Regulation, fall protection, the contractor shall provide a site, work and environment specific fall protection plan for rope access work developed by a competent person prior to the commencement of the work.

The fall protection plan contemplated above shall include:

a. Risk assessment;
b. Procedure to evaluate employee's medic al fitness;
c. Training for the work to be conducted;
d. Procedure addressing the inspections, testing and maintenance of equipment; and
e. Rescue plan.

3.13 Material hoists

The Principal Contractor shall ensure that lifting machinery and tackle is inspected before use and/or on a monthly basis. The Principal Contractor shall have lifting machinery and tackle inspector who will inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Records of inspections and load testing certificates are kept on site.
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

3.14 Bulk mixing plant

Where bulk mixing plants is used the contractor shall ensure compliance to Construction Regulation 20 for the construction, maintenance and operation of a bulk mixing plant on site.

Only competent and trained supervisors and operators shall be appointed in writing as bulk mixing plant operators. No person may be authorised to operate a bulk mixing plant that is not declared competent.

Safety devices provided to prevent the accidental starting of the bulk mixing plant are to be maintained and operational at all times. All machinery and dangerous moving parts of the mixer shall be adequately guarded or fenced and no such guard or fence shall be removed or modified.

Compliance to General Safety Regulation section 5 for confined spaces entry shall be adhered t when as a precautionary measure when entering any silo.

3.15 Explosive actuated fastening device

Where explosive actuated fastening devices are used the Contractor shall ensure that all the requirements and provisions of Construction Regulation 21 are implemented and maintained for explosive actuated fastening devices.

Controllers, inspectors and operators of explosive actuated fastening devices are to be competent persons appointed in writing and specifically trained and proof of training held on record.

Operators shall be issued with suitable protective equipment and the use thereof enforced. A cartridge issue and return register shall be maintained by the appointed person and cartridges shall be kept in a lockable facility and under the control of the appointed person at all times.

Warning signage to be prominently displayed in areas where explosive actuated fastening devices are used on site and such area shall be demarcated to prevent access of unauthorised persons.

3.16 Cranes

Projects classified as a CIDB Category C project may require the use of mobile cranes or truck mounted cranes.

Referencing Construction Regulation 22, Construction Regulation 27, Driven Machinery Regulation 18 and SANS 12480- 1, cranes and lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of the Driven Machinery Regulation.

The requirements of Construction Regulation 22 and Driven Machinery Regulation 18 are to be stringently applied and maintained in respect of all tower cranes, mobile cranes, lifting tackle and lifting operations. SANS 12480 shall further be applicable for the installation and use of tower cranes.

If required, the Contractor shall notify the Civil Aviation Authority of the erection of a tower crane or use of a mobile crane that exceeds the allowable limits.

3.17 Construction vehicles and plant

Construction Plant

"Construction Plant" encompasses all types of plant including but not limiting to, cranes, cherry pickers, piling frames, boring machines, and excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

It is envisaged that such plant will be used on this project and where the need arise the Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act. The Principal Contractor shall

inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. All operational manuals requirements should be complied with and checklists duly completed. Appropriate PPE and clothing and as specified by the HIRA, shall be provided and maintained in good condition at all times.

Where construction plant (hired included) operates with a joystick a "joystick protection bar" should be installed to protect the operational mechanisms from objects falling on or persons falling on the operational mechanism in case of a slip. Should a contractor not comply with this requirement the principal contractor will be fined in terms of section 4.32 as a severe non-conformance.

Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS ACT as well as those that are stipulated by this OHS Specification, shall apply (see *Construction Plant* above).

The Principal Contractor shall ensure that operators hired with machinery (seen as a contractor) have proof of competency to operate the machinery, proof of medical certificate of fitness and undergo a Health and Safety induction, appropriate tool box talks and be issued with the necessary PPE.

3.18 Electrical installations and machinery

High Voltage Electrical Equipment and any electrical works

The Principal Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment that a SWP is drafted and approved by a competent person and the client's representative and that such approval document to be kept in the Health and Safety File.

Such SWP shall include relevant risk management procedures (e.g. **Lock-out Procedure**). The Principal Contractor shall communicate with and receive approval from the relevant representatives prior to commencement of any **live** or tie-in electrical works.

Portable Electrical Tools / Explosive Power Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing are provided and maintained.

Telescopic Link sticks or Hot sticks

- Telescopic Link sticks or Hot sticks are used by linesman to open and close solid links (open/close circuits) on overhead lines. Linesman use telescopic link sticks to carry out maintenance operations on links, fuses, live line surge arrestors and rocker isolators. These are used to provide restoration of power to sectionalised sections of overhead networks without having to climb poles.
- The cylindrical shaft provides mechanical strength to the unit. Fiberglas units are foam filled at the end section for the first meter. The remaining sections are fibreglass with the telescopic buttons.
- It is important to observe the minimum working distances between the operator and the live conductor. Although the telescopic link stick is tested to standards all instruments are manufactured from the highest grade electrical rated fibreglass to meet or exceed all applicable industry performance criteria including ASTM F711, ASTM F1826, and OSHA 1926.951(d). Eskom approved link sticks are manufactured to **SAP 021 2806 number D-DT-12600 standards.**

- Valid Test certificates should accompany this equipment and be available in Safety files.

3.19 Flammable and hazardous materials

Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the Principal Contractor must provide proof in the Health and Safety Plan that:

- Safety Data Sheets (SDS's) of the relevant materials/hazardous chemical substances are available prior to use by the Principal Contractor. Mention should be made how the Principal Contractor is going to act according to special/unique requirements made in the relevant SDS's. All SDS's shall be available for inspection by the agent at all times.
- Risk assessments are to be done when new HCS are introduced on site.
- How the relevant HCS's are being/going to be controlled by referring to:
  a) Limiting the amount of HCS
  b) Limiting the number of employees
  c) Limiting the period of exposure
  d) Substituting the HCS
  e) Using engineering controls
  f) Using appropriate written work procedures

- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations is conducted.
- All containers to be marked conspicuously.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the SDS and how to treat HCS incidents appropriately.

Asbestos (Not to be used on new construction site)

The Principal Contractor/Contractor shall comply with the Provisions of Asbestos Regulations and Asbestos Abatement Regulation (2020) should they have to work with asbestos related materials and report such activity to the client.

No new asbestos contained material should be use on this project.

3.20 Water environments

Unless water is accumulated within excavations the Contractor need to ensure that any water entrapment where public could gain access be barricaded and access restricted to such environment.

However, should such areas exist on the site the Contractor will have a trained first aider on site to assist with medical conditions as, when and where possible.

3.21 Housekeeping and general safeguarding

Contractor will provide proper storage of materials for housekeeping. In the waste management plan the disposal procedures for waste is described. No materials be place where it would interference with other operations.

Where chutes are required when waste is removed from higher levels (3 levels 9m) Contractor will install the required mechanisms.

When internal waste storage area is provided it will be fenced off and will have access control via a lock. No waste bins or other collection articles will be place at entrances or passageways, but rather on an outside wall or under an overhead screen.

The construction manager and all other employees must ensure and maintain at all time during work that;

a. A housekeeping supervisor will be appointed
b. Housekeeping will be managed on a **daily basis**
The appointed person will make use of daily/weekly and Monthly checklists.

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and or other employees;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials

3.22 Stacking and storage

Stacking of Materials

The Principal Contractor shall ensure that there is an appointed stacking and storage supervisor for all materials, scaffolding and all equipment that are stacked and stored in accordance with legislation.

All materials shall be neatly stacked in a designated lay down area within the confines of the Principal Contractor's allocated construction area.

3.23 Fire precautions

The importance of fire protection and precautionary measures is recognised and arrangements shall be implemented to ensure that adequate procedures are adopted to **prevent risk** of injury or property damage from fire.

Non-Smoking signs will be places in close proximity of the stores and where any flammable materials are stored.

Good maintained fire-equipment will be place at appropriate intervals.

Sufficient number of employees will be trained with fire equipment.

Contractor will be reliant on the existing Escape plan of the institute or otherwise put in place its own Escape and evacuation plan.

Competent **Fire Fighter must be appointed** for this project and will manage all Hot works and any other task that may result in possible fire. Such competent person should carry the correct SAQA qualification. Additionally, to a Fire Fighter a **Fire Equipment Inspector** must also be appointed with at least a similar qualification as the Fire Fighter.

Fire prevention procedures require HOT work Permits to be in place with the required Fire Equipment available on site, Site require trained employees when any Hot work is required.

Once Hot Work Permit is signed and in place work may commence.
Smoking will be limited to smoking area.
No open flames are allowed in or near site.
All electrical equipment will be checked for lose wires.
All flammable substances are removed from hot works area.

<u>Fire Extinguishers and Fire Fighting Equipment</u>

The Principal Contractor shall provide adequate regularly serviced fire extinguishers located at strategic points on site. The Principal Contractor shall keep spare serviced portable fire extinguishers. Safety signage shall be posted up in all areas where fire extinguishers are located.

Employees should be trained on using the correct type extinguisher for the correct application (electrical, wood, chemicals, etc).

The Principal Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

3.24 Construction employees' facilities

Where the client does not authorize the use of existing facilities the Contractor will provide at least 1 shower for each 15 employees on site. Contractor will provide at least one sanitary facility for each sex and for every 30 employees. There will be changing facility for each sex. A temporary shelter eating area will be erected and made available to employees.

3.25 Contaminated land

Any contaminated land will be handled through the environmental management plan.

3.26 Client activities (risks)

The client may have ongoing lectures or students occupying residential facilities there for the Contractor will accommodate such activity. Where major work is required adjacent to such lecture rooms Contractor will pre-warn the facility of such activities and mutually agree upon action to be taken.

3.27 Manual handling of materials

Manual material handling will occur and Contractor will find the most **ergonomic** manner to work with such requirement ensuring that no employees stand chance for injuries.

3.28 Noise and vibration

Noise Induced Hearing Loss (NIHL)

Where noise is identified as a hazard, the requirements of the NIHL regulations must be complied with and means of compliance is to be stipulated in the Health and Safety Plan.

The Contractor is to ensure that noise is minimised to acceptable levels and try to conduct noisy activities at times where it would not make any nuisance to the institution. Proper planning and finding means of reducing noise levels with regards to these activities is highly encouraged. (See also section 3.31)

Vibration:
Any excessive vibration can cause Hand-arm vibration syndrome (Raynaud's phenomenon).

Employees working on vibrating equipment must take regular breaks.

When working on vibrating equipment a kidney belt is to be worn where applicable.

3.29 Working near fragile materials

Cautionary manners will be implemented when working in close proximity of fragile materials. A no-smoking - and use of mobile phone policy must be in place.

3.30 Traffic planning

The contractor must ensure that all the necessary traffic/vehicle and pedestrian accommodation safety measures are taken into account to ensure the safety of personnel and members of the public (including site visitors) both on site and adjacent to site.

Such measures must be in accordance with recognized practices and be pre- approved by the Client and if required by the local municipality and traffic authority.

The contractor must place the necessary emphasis on safe pedestrian walkways and routings throughout the construction stage. The site is located in a densely populated area with pedestrian walkways on two sides of the site.

Roadways are situated directly behind these walkways. Traffic and pedestrian accommodation drawings must be available on site as a source of reference and to assist with daily inspections and enforcement.

During construction the contractor must ensure that dust suppression through watering is utilized. When mud damage to the adjacent roads is due to the construction on site the contractor will remove these obstacles from the adjacent roads.

3.31 Monitoring of noise, silica and dust levels

Contractor need to implement sufficient precaution to ensure that the construction activities reduce their noise to the lowest possible level.

Silica and dust levels are kept to an acceptable level and that it does not pose a threat to the Health and Safety of employees, adjacent residents or the public on the premises.

3.32 Confined spaces

Areas identified as confined spaces as defined in General Safety Regulation GNR 1031 of May 1986 are (but not limited to):

- All tank manholes;
- Dispenser Sumps;
- Trenched less than 1m wide and deeper than 1.5m;
- Ceiling crawl space;
- Canopy crawl space;
- Chambers;
- Sewer Pipes;
- Pipes;
- Pit;
- Container;
- Calve;
- Pump Sump or Construction equipment, machinery, dangerous liquids or dangerous concentration of gas; and
- Any object where a dangerous vapour, dust fumes may be present.

Entering and working in a confined - or enclosed space requires a Confined Space Permit. The Principal Contractor shall provide his supervisor / contractor with the permit authorized through the Client's representatives with the work procedure for authorized persons prior to work commencement.

The responsibility for safe work procedures, both at the time of entry and during the entire operation of entering and working in confined spaces, rests with the Contractor.

3.32.1 The Contractor shall ensure that:

a. All persons working in a confined space or managing entry to a confined space are appropriately trained;
b. Adequate steps are taken to eliminate or control hazards. Before working in an area that contains dust, the area is to be ventilated and hosed down to settle and dampen the dust; and

c. All necessary equipment to manage confined spaces, including all necessary monitoring and rescue equipment (such as tripods, breathing equipment and the like) made available.

3.32.2 Records to be maintained by the Contractor:

a. Confined space entry permits;
b. Confined space entry registers;
c. Safety harness registers; and
d. Atmospheric monitoring results.

3.32.3 Compulsory requirements during work in and entry to a confined space:

a. Continuous supervision and monitoring;
b. Adequate ventilation;
c. Communication (radio) and
d. Trained emergency rescue teams

3.32.4 Safety equipment where applicable, but not limited to:

a. Employees issued with gas monitoring equipment, safety harnesses and self-rescuers;
b. Trained with the safe use of the proper safety equipment;
c. Upon entering an excavation, the requirements of work in confined spaces, must be observed;
d. Any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable or noxious air mixture;
e. The confined space must be purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes if and when such hazardous or flammable gas, vapour, dust or fumes have been identified;
f. The safe atmosphere must be maintained and, where necessary;
g. Employees are to be provided with breathing apparatus and must wear a safety harness with a rope with the free end of the rope being continuously attended to by a person outside the confined space;
h. An additional person, trained in resuscitation, to be in full-time attendance immediately outside the confined space;
i. Additional serviceable breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes;
j. All pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage;
k. The contractor must ensure that all employees have left the confined space after the completion of work; and
l. Where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere.

4. H&S File requirements

4.1 H&S Practitioner preparing the file

Contractor must provide detail of the Practitioner who prepared the health and safety plan in this section that includes skills, experience and if any base is use in preparing such document.

4.2 Contact detail to H&S Practitioner

Contractor must provide contact detail of the Practitioner who prepared the health and safety plan in this section and the responsible health and safety person on site.

4.3 Copy of CWP / NC

Where a Construction Work Permit (CWP) is required the client will prepare and submit such application. CWP must be conspicuously display at all entrances to the construction site.

Each Contractor must submit a Notification of Construction work, where the conditions specified under regulation 4. (1)(a-d) is triggered, 7 days prior to commencing on site to the department of employment and labour's provincial office. Take 2 copies of the document and ask for a stamp at the reception.

An appendix added to the specifications give a sample layout of the required notification also found in the Construction Regulation. An electronic copy of this document may also be available from the project manager.

4.4 Complete Contact details for parties

The contractor shall place a tabular sheet in their health and safety plan that depict the detail of the Client, Professional team and Contractors management involve on the project (Annexure 1).

4.5 Physical Address for construction site and site office

This information will be depicted in the tender document and must be noted in Annexure 1 of the contractor.

4.6 Nature of the work describe

The full scope of work for the project are described in the tender documents and need to be recorded in the contractor's health and safety plan.

4.7 Commencement and completion date

Once a contractor has been appointed this information will discussed and made available.

The appointed contractor is required to provide a work schedule for the project and submit for approval before work may commence on site.

4.8 List of Contractors appointed by PC

Principal Contractor must have a list of the entire appointed contractor in the H&S file on site where it also indicates the status of each contractor in respect of man-days / month, LOG, H&S Plan approval, Notification date, Audits Conducted, etc.

4.9 Procedures to ensure PC maintain H&S file

Client's representatives will perform CR 5.1.o-p requirement audit and documentation verification on all contractors, as specified in the definition above.

4.10 Updated record of "as-built" drawings and plans

Any changes in design will be communicated to client and as build drawings for the responsible area communicated.

4.11 Criteria for design loadings for structural elements

The Client normally contract a consulting engineer for the design to handles such responsibility. Should this not be the case the principal contractor should inform the client immediately of any loading requirements to ensure all structures has the capacity to withhold the increased load capacity.

4.12 Detail of potential hazard included in structure eg. Pre- or Post –tension beams or slabs

The Client normally contract a Civil Engineer for the design to handles such responsibility. Should this not be the case the principal contractor should inform the client immediately of any encountered potential hazards.

4.13 General details of construction methods and materials

Matter expert contractors are contracted for specific scope of works. No contractor may appoint a 3rd party as matter expert to perform their contracted scope of works. Where a conflict to the contracted **contractor's competencies and resources** occur, the detail must be declared to the Client's representatives before approval may be granted.

4.14 Equipment and maintenance of facilities within the Structure

Contractor depends on the client's available equipment and maintenance of facilities in the structure. When a contractor completed his scope of works any residual risk must be convened to the client's representative in writing and communicated with the relevant facility maintenance management.

4.15 Maintenance procedures and requirements provided for the Structure

Contractor depends on the client's maintenance procedures of facilities in the structure. Should it be found that additional requirements be implemented the contractor must inform the client in writing through the client's representative (facility managers).

4.16 List and proof of appointments of each contractor

Contractor will include in the H&S file a list of appointed contractors. Refer to 4.8 & 4.13 above as well.

4.17 Procedures to approve, monitor and review all Contractors H&S files on site for the project

The Principal Contractor shall implement a Contractor Management System to ensure compliance to the OHS Act and OHS Specifications. The Contractor Safety Management System procedures are to be stipulated in the Health and Safety Plan.

Contractor will implement the following process for contractor evaluation:

a. Provide the Contractor with the Client's Health and Safety Specifications (this specifications);
b. Provide the Contractor with the Principal Contractors Health and Safety Plan;
c. Negotiate and approve the contractors Health and Safety plan;
d. Approve Contractors competencies, resources & budget;
e. Approve Contractors implementation of Health and Safety file to site by issuing a Certificate to Commence ("CCC");
f. Monthly compliance documentation verification and site audit ("Periodic Site Audit");
g. Submit a **hard copy** to the contractor within 7 days (CR 5.(1)(p))
h. Issue PSA certificate on audit;
i. Site visit reports and closure of audit findings; and
j. Close-out report and indicate man-days of project per contractor.

4.18 Manuals for operating and maintenance procedures and schedule for plant and equipment

Contractor will keep Risk Assessment; operational manuals & Checklist accompanied any plant or equipment.

When a contractor completed his scope of works any residual risk must be convened to the client's representative in writing and communicated with the relevant facility maintenance management.

4.19 Details of location and nature of utilities and services (emergency and fire-fighting systems)

The Client will ensure that the contractor be inducted on site indicating access to all the arrangements, utilities and services on the site.

Should this not be the situation then the Contractor will prepare an induction and provide this to its employees and appointed contractors.

4.20 Responsible for "as-build" drawings

Any changes in design will be communicated to the client and as build drawings for the responsible area communicated and handed over to the client after the project is completed.

4.21 Procedures for marking–up drawings to as-build

The Client contracted a Civil Engineer for the design and handles such responsibility.

4.22 Procedures to pass on residual risk information to those who need such

In accordance to section 6. (1)(d) of the Construction Regulation the designer are responsible to document in a report to the client the residual risk of the design before the project goes out on tender.

Any changes in design need to be communicated to the client and as build drawings for the responsible area communicated.

4.23 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the OHSS and the OHS Act in the frequency describe in the contractor's health and safety plan. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site.

All documents shall be available for inspection by the CLIENT, his nominated representative or the Department of Employments and Labour's Inspectors.

4.24 Unanticipated Hazards (Inclusive of adverse weather such as strong winds)

Any contractor shall immediately notify the CLIENT of any hazardous or potentially hazardous situations arising during the performance of activities. CoVid-19 is known hazard.

A record must be minute in the monthly progress meetings regarding **rainfall and working days lost.**

4.25 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on-site Warning, Prohibition, Mandatory and General Signage and adhere to those instated by the Client.

The Contractor shall be responsible to maintain the quality and replacement of signage.

4.26 Occupational Safety

4.26.1 Site Access, Speed Restrictions and Protection

The Contractor shall ensure that a separate entrance/exit to the construction site is opened and erected for the sole use of construction activities.

The exact opening shall be discussed and agreed upon with the client representatives. The Contractor shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s).

The speed limit is set to not exceed 20km/h when entering grounds/site.

4.26.2 Pressure Equipment or Gas Bottles Including Operations

Should such equipment be used, the Principal Contractor shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where Pressure equipment are used;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

4.27 General Machinery

The Principal Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

As a precautionary matter it is a requirement that a **protective bar** be placed over the joystick / control of movement of machinery to prevent any uncontrolled operation of the machinery if a person or material falls on top of the controls.

The Principal Contractor shall report in the minutes of the progress meeting the type of machinery on site.

4.28 CIDB Health and Safety Plan Audit

The CIDB has gazette a best practice Standard for Health and Safety Plans and auditing requirements (Grade 2 to 9), Vol 641 9 November 2018 No 42021 and the principal contractor should adopt such layout as **standard for the layout of the Principal Contractor's Health and Safety Plan to ensure a fair evaluation**.

4.29 HIV/Aids Programme (when applicable)

Client commits itself to providing guidance and leadership in the implementation of HIV and AIDS, TB and Sexually Transmitted Infections (STI) programmes by all stakeholder organisations. It is a requirement that Principal Contractors shall provide HIV/Aids awareness training and roll out an HIV/Aids Programme for all employees.

The HIV/Aids Awareness Programme Requirements:

- HIV Programme Coordinator appointed (part-time)
- Appoint and train Peer Educator/s (Part-time)
- Male condom dispensers, sufficient male condom available and is it placed in high trafficked areas.
- Female condom dispenser, sufficient female condoms available and is it in high trafficked area
- All types of HIV/Aids related posters displayed in a high trafficked area and in a good condition.
- HIV/Aids Awareness workshops/tool box talk
- HIV/Aids Prevention Measures
- HIV/Aids Care and Support
- Free voluntary HIV testing

Duties of the HIV/AIDS Coordinator:

- Ensure on-site programme implementation
- Ensure Peer Educators are elected, trained and active and supported
- Ensure Voluntary Counselling and Testing takes place
- Ensure awareness talks and education initiatives take place
- Posters, awareness materials and condoms are freely available on site
- Ensure that evidence of programme implementation is readily available
- Facilitate Site Management commitment

No Principal Contractor shall require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing.

All Personnel must be encouraged to undertake voluntary testing. Voluntary Testing and Counselling (VCT) must be encouraged by all Principal Contractors.

4.30 Non-Compliance to set requirements

Should it be found that the principal contractor is in non-compliance with the specifications or their approved Health and Safety Plan, the Occupational Health and Safety Practitioner has the responsibility and authorization to stop any activity or all construction until compliance has been reached. The cost of stoppage on site due to non-compliance will be borne by the principal contractor / contractor

In the event of extra audits being done by the OHS Practitioner due to ongoing non-compliance, non-availability of Safety File or an audit score less than 80%, the **cost of that additional audit will be borne by the principal contractor** / contractor and will be equal to the amount as stipulated in the agreement with the client.

The appointed Safety Officer for the principal contractor will be required to draft a **close-out report** after each audit. The close-out report must address all non-conformities identified during the audit and highlight the measures taken to rectify the non-conformity. This report must be forwarded to the OHS practitioner **within 24-72 hours of receiving** date of the audit.

Should the construction work run longer than the anticipated project period the Principal Contractor / Contractor will be liable for the cost of the additional health and safety audits.

4.31 Handling conflict of interest

The following is accepted during the course of the contract:

The potential Principal Contractor may appoint only one construction manager for the project and various construction supervisors on each area of responsibility should work be active on more than one area.

The client's health and safety practitioner can assist the Principal Contractors management to ensure the health and safety requirements, as set out by these specifications and the Health and Safety Plan of the Principal Contractor, are complied with at a cost to the Principal Contractor.

Should the Principal Contractor appoint a contractor these contractors can request the client's health and safety practitioner to prepare their required documentation for health and safety compliances on this project without any conflict of interest.

4.32 Penalties

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs OHS Plan; neither the PC nor any other Principal Contractor or Contractor shall have a claim for extension of time or any other compensation.

In cases of any **repetitive** non-**conformances**, the non-conforming party shall be penalised as per the table below:

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: **Fine: R50/count**	**Medium:** **Fine: R500/count and a non-conformance**	**Severe:** **Fine: R5, 000/count, a non-conformance and/or activity stoppage**
Non-use of basic PPE supplied (e.g. Overalls,	Toilets not supplied or regularly serviced; lack of drinking water	Principal Contractors working without OHS Plan approval

Safety Shoes, Hardhats) per person		
Non completion of registers for plant and equipment on site	Principal Contractors not audited	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or the appropriate OHS SWP / HIRA	Invalid/expired Letters of Good Standing with licensed Compensation Insurer
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous audit and not addressed within the agreed time frame	Allow people to work at heights without proper training and PPE
	No internal monthly Audit Report on file.	Fall Arrest Harness not tied off / worn when a risk of falling exists
	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Unsafe work at heights	3rd Offence on Unsafe Work at Heights
	Poor Housekeeping	Failure to submit consolidated Health and Safety report and relevant document.

All penalties shall be communicated to the Principal Contractor on a monthly basis.

The Principal Contractor will be expected to confirm receipt of such penalties. The total deductible amount as per penalties issued shall be tabled in the Monthly Progress Meeting for noting purposes. All monthly penalties shall be deducted from the Certified Certificates submitted by the Principal Contractor.

4.33 Project Close - Out Requirements

Upon completion of the project, the Principal Contractor shall submit a well-documented consolidated Health and Safety file (to be in electronic form) confirming the H & S history of the project.

The following **summary** of information is required in the file, but not limited to:

- Final closure of all registers and checklists;
- Monthly Health and Safety audit reports;
- Minutes of the Health and Safety Committee meetings (Min every 3 months);
- Summary of Incidents & IOD report;
- WCA /COIDA Claims;
- Total Man-hours and DIFR (0:200,000);
- Environmental rehabilitation status;
- Copies of Pre and Post Employment Medical Certificates of all employees that worked on the project (Medical surveillance and final declaration) where applicable;
- Health and Safety Non-conformances (current / outstanding); and
- Copies of all Hazardous Waste Disposal Certificates (where applicable)

Handover of the consolidated Health and Safety file can only commence once all personnel has been demobilized and **nil man-hours** are recorded. Electronic submission must be provided to the CLIENT, or its Health and Safety Advisor, who are required to store this information for 3 subsequent years.

The Health and Safety Advisor or - Agent will evaluate the Health and Safety performance of the Principal Contractor i.e. compliance, performance, quality and refer in a cover letter which will be added to the Principal Contractors consolidated file with the contractor's close-out report.

Acknowledgement:

I, _____ representing _____ as Contractor have satisfied myself with the content of the Occupational Health and Safety Specification (OHSS) and shall ensure compliance and that the personnel and other people visiting the site comply with all relevant obligations in respect thereof.

_____ _____

Signature of Principal Contractor Date

_____ _____

Signature of Principal Agent Date

_____ _____

Signature of Client Date

Comments:

Annexure 1 – Professional team and information on this project

Annexure 2 - Notification of Construction work

Annexure 3 - Organogram

Annexure 4 - Legal Appointments

Annexure 5 - Registers & checklists

Annexure 6 - Returnable Documents

BASELINE Risk Assessment

Annexure 1 – Professional team and information on this project

CLIENT:	Name	Person	Email
Name of Client	Langeberg Municipality		
Address	P.O. Box 24, Caledon, 7230		
Project Name			
Consulting Engineer			
Address			
DESIGN TEAM:			
OHS Practitioner			
PRINCIPAL CONTRACTOR	**Tender**		
Name of PC:			
16.1			
16.2			
8.1			
8.7			
CONTRACTORS	To be announced	List of contractors will be in H&S file	
Plumbing			
Electrical			
MAJOR SUPPLIERS	To be announced	List of contractors will be in H&S file	
EXTENT AND LOCATION OF:			
Relevant existing records		To receive from client	
Surveys		To be conducted with appointment	
Site investigation & Geotechnical reports		To be conducted with appointment	
Records of "as-built" drawings		To received from client	
H&S File			In site office
Maps			

Annexure 2 – Notification of Construction Work

ANNEXURE A- NOTIFICATION OF CONSTRUCTION WORK
Regulation 4 of the Construction Regulations, 2014

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:	Langeberg Municipality, P.O. Box 24, Caledon, 7230
(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 manager on site appointed in terms of regulation 8(1):	
6	Name/s of principal contractor's sub-ordinate managers on site appointed in terms of regulation 8(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:	
11	Estimated maximum number of persons on the construction site:	Total: …..… Male: …..… Female: ……
12	Planned number of contractors on the construction site accountable to principle contractor:	
13	Name(s) of contractors already selected:	

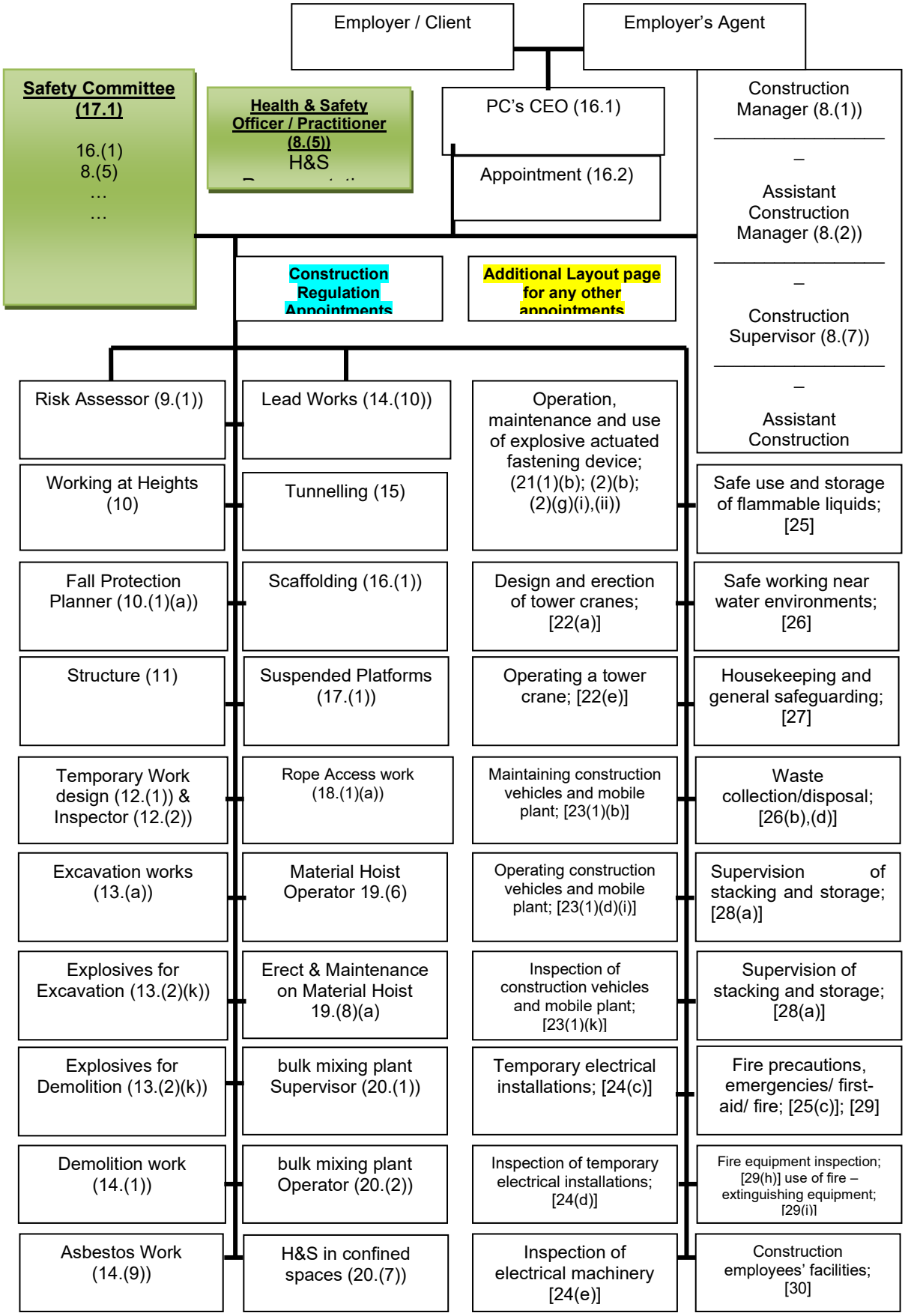
_____ _____
Principal contractor Date

_____ _____
Client's Agent (where applicable) Date

_____ _____
Client Date

THIS DOCUMENT TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE

Annexure 3 - Organogram



Annexure 4 – Legal appointments
Each appointment letter shall indicate:

a. Legal reference to the appointment requirement;
b. The name of the person appointing and his / her designation;
c. The name of the company who this person represents;
d. The name of the appointee and the appointment;
e. The detail of the site / address
f. Period of validity of such appointment (not longer than 3 year);
g. Signature of the Company's representative making the appointment & date of signature;
h. Duties or reference to requirements in regulations (to include Checklists & Registers);
i. Acceptance of appointment;
j. Signature of acceptor and date; and
k. Designation.

All contractors including the professional team members has to ensure that an arrangement is in place to ensure all their employees have valid medical certificates of fitness.

Sample of tabular list to be included in health and safety plan (not limited or exhausted to only these

Appointment description (Safety File)	**Appointment required in terms of**	
Assistant to Chief Executive Officer	OHSACT Section 16(2)	
Principal contractor for each phase or project	Construction Regulation 5(1)(k)	
Construction Manager	Construction Regulation 8(1)	
Construction Supervisor	Construction Regulation 8(7)	
Assistant Construction Supervisor	Construction Regulations 8(8)	
CHS Officer registered with SACPCMP	Construction Regulation 8(5)	
Construction vehicle and mobile plant operator	Construction Regulation	
Construction vehicle inspector	Construction Regulations	
CoVid-19 Compliance Officer	Dept Labour and Employ. Guidelines	
CoVid-19 Manager	Disaster Management Act	
Demolition Supervisor	Construction Regulation	
Electrical installation and appliances inspector	Construction Regulation 24	
Emergency evacuation controller	Construction Regulation	
Excavation supervisor	Construction Regulation 13 (1)	
Explosive powered tool supervisor	Construction Regulation 21(2)	
Fall Protection Developer	Construction Regulation 8	
Fire Fighter	Construction Regulation	
Fire Fighting Equipment Inspector	Construction Regulation 27	
First-Aiders	General Safety Regulation 3	
Hand Tool Inspector	General Safety Regulations	
Hazardous chemical substances supervisor	Hazardous Chemicals Substances Regulations	
Housekeeping supervisor	Construction Regulation	
Incident Investigator	General Administrative Regulation 9(2)	
Ladder Inspector	General Safety Regulation 13(a)	
Occupational Health and Safety Committee	OHSACT Section 19	
Occupational Health and Safety Representatives	OHSACT Section 17	
Personal Protective Equipment Inspector	Construction Regulation	
Portable Electrical Equipment	Construction Regulation	
Risk Assessor	Construction Regulation 9(1)	
Safety Harness inspector	General Safety Regulations	
Scaffolding supervisor	Construction Regulation 14	
Stacking and storage supervisor	Construction Regulation 28	
Structures supervisor	Construction Regulation	
Supervisor demolition work	Construction Regulation	
Suspended platform supervisor	Construction Regulation 15	
Temporary electrical installations inspector	Construction Regulation	
Traffic management supervisor	OHSACT Section	
Vessels under pressure supervisor (Fire)	Vessels under Pressure Regulations	
Welding supervisor	General Safety Regulation	

Working on or next to water supervisor	Construction Regulation	

Sample

FIRST AIDER

OCCUPATIONAL HEALTH AND SAFETY ACT, Act 85 of 1993
General Safety Regulations 3.(4)

… (legal reference)
I, _____ (Employer Responsible Person), for _____ (Company) do hereby appoint _____ (Employee) as First Aider and to ensure that all first aid boxes are maintained in accordance with General Safety Regulation 3 at _____ (Site/Address).

This appointment is valid from __ / ___ / 20__ to the completion of the stipulated construction work. (Not more than 3 years)
Signature: _____ Date: _____
Your duties are to:

- Ensure that the first aid box or boxes under your control remain properly stocked to meet all foreseeable incidents which may occur in your designated area of responsibility;
- Perform kit inspection by documenting the content on the provided checklist;
- Attend to and report incidents / accidents to the supervisor immediately;

…

Acceptance
I, _____, the undersigned do hereby acknowledge receipt of, understand the duties in this appointment, are competent to perform this appointment with regards to First Aid.
Signature: ___, Date: ___ & Designation ___

Annexure 5 – Registers & Checklists (Sample)
Sample of tabular list to be included in health and safety plan (not limited or exhausted to only these registers & checklists)

Statutory Registers (Safety File)	Register Intervals	YES/NO
	Daily Before work commence	
Approval to Cast Concrete	Before Casting	Yes
Concrete and Mixer	Daily	Yes
Confined space entry		
Construction Vehicle inspection register	Daily	Yes
Daily Safe Task Instructions	Daily	Yes
Electrical installations Register	Daily before work commence	Yes
Electrical Tools Register	Monthly	Yes
Excavation Register	Daily, before each shift, etc	Yes
Explosive fastening device	Daily	Yes
Fall Protection Inspections Register	Daily before work commence	Yes
Fire Equipment Inspection Register	Monthly	Yes
First-Aid Box Content Register (vehicle)	Weekly	Yes
First-Aid Treatment Register	After each treatment	Yes
First-Aid Dressing Register	After each treatment	Yes
Formwork and support	Weekly	Yes
Hand Tool Inspection Register	Monthly	Yes
Hazardous Chemical Substances Register	After use of Substance	Yes
Health and Safety Rep Inspection Register	Monthly	Yes
Hygiene Inspection: Toilets	Daily	Yes
Induction training	Project Start	Yes
Ladder Inspection Register & Checklist	Monthly	Yes
Personnel Protective Equipment Issue Register	At start of project and at every issue	Yes
Personnel Protective Inspection Register	Weekly – Part of DSTI	Yes
Powered Tools Register	Daily before work commence	Yes
Safety Harness Inspection Register	At Start of project and then every month	Yes
Scaffold Inspection Register	Daily before work commence	Yes
Stacking and Storage Register	Weekly Per site	Yes
Structures Inspection Register	Weekly	Yes
toolbox talks	Weekly –	Yes

Annexure 6 - Returnable Documents

Health and Safety documents to be submitted with tender:

2. Health and Safety Plan
3. Health and Safety Budget (Construction Regulation 5.(1)(g))
4. Skills training / existing qualification matrix (Construction Regulation 5.(1)(h))
   e.g.
   a. Competencies for:
      - Legal liability training (Min Construction Manager & Supervisor);
      - Excavation Supervisor;
      - First Aider on site;
      - H&S Representative (CHSO/M qualification registration);
      - Fire Fighter & Equipment Inspector,
      - Risk Assessor;
      - Incident Investigator;
      - Fall Protection Planner / Developer; and
      - Working on Heights

   b. Resources evaluation:
      - Scaffolding
      - Mobile plant & construction vehicles
      - Artisans registration (Plumbing / Electrical, etc)

BASELINE RISK ASSESSMENT
HIRA – Hazard Identification and Risk Assessment

TASK / ACTIVITY	HAZARD	RISK TO SAFETY, HEALTH & ENVIRONMENT	TYPE			RISK ANALYSIS			RESPONSIBLE ENTITY / PERSON
			H	S	E	L	E	C	
1. Project initiation and briefing session	▪ Appoint CHS Practitioner ▪ Develop a health and safety brief for project ▪ Determine the required competency for the matter expert consultants ▪ Record scope of construction work project	▪ Non compliance to construction regulation in later stages of project ▪ Bad health and safety project profile	x	x	x	1	1	1	CLIENT / AGENT
2. Concept and feasibility study	▪ Attend to design and consultant meetings ▪ Documenting project risk profile and health and safety policies that will affect cost estimation and budgeting for health and safety for project	▪ No records of decision making for health and safety implementation ▪ Over / under calculation for health and safety budget requirements	x	x	x	2	2	4	CLIENT / AGENT
3. Design Development	▪ Prepare this Baseline Risk Assessment for intended construction work project. (CR 5.(1)(a)) ▪ Prepare health and safety specification base on the this Baseline Risk Assessment (CR 5.(1)(b)) ▪ Provide Designer with health and safety specifications as mentioned above. (CR 5.(1)(c)) ▪ Receive the designers hazard report for use in tender process ▪ Layout format of site health and safety file ▪ Prepare health and safety plans for early works ▪ Initial projects health and safety estimation / budgets	▪ To minimize design risk ▪ Restrict legal liability exposure through constructability, maintainability and operability of structure ▪ Non compliance to construction regulation in later stages of project	x	x	x	2	2	4	CLIENT / AGENT
4. Tender documentation and procurement	▪ Define procurement process for health and safety ▪ Assemble records in preparation for the construction work permit. ▪ Ensure that the health and safety specifications, including hazard report from designer, are issued to potential contractors tendering for the intended construction work project ▪ Ensure that principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely ▪ Prepare appointment documents for signature	▪ Non compliance to construction regulation in later stages of project ▪ Site Establishment delays due to construction permit issue ▪ Non-clarifications on discrepancy in tender process ▪ Appointment of non-compliant contractors ▪ Delay in start of project	x	x	x	2	2	4	CLIENT / AGENT
5. Construction documentation and management	▪ Assess, discuss, negotiate and approve the implementation of plan ▪ Apply for construction work permit ▪ Ensuring Principal Contractors compliance to Construction Regulation and clients health and safety specifications ▪ Ensure periodic audits are conducted ▪ Design risk management	▪ Non compliance to construction regulation in later stages of project ▪ Liability exposure risk ▪ Incidents / Accidents ▪ Work stoppage ▪ Financial lost due to delays	x	x	x	2	2	4	CLIENT / AGENT
6. Project close-out	▪ Recording of defects ▪ Hand over Health and safety file to client ▪ Close-out report	▪ Non compliance to construction regulation in later stages of project	x	x	x	2	2	4	CLIENT / AGENT

TASK / ACTIVITY	HAZARD	RISK TO SAFETY, HEALTH & ENVIRONMENT	TYPE			RISK ANALYSIS			RESPONSIBLE ENTITY / PERSON
			H	S	E	L	E	C	
7. Site organization and establishment	▪ Insufficient infrastructure ▪ Environmental impact assessment ▪ Not sufficient or unknown location of services ▪ Not enough hoarding ▪ Access and traffic control ▪ Creation of site office in containers ▪ Erroneous off-loading ▪ Inadequate facilities for staff ▪ Stores - Unsecured storage of tools and materials ▪ Excessive dust generated during site establishment	▪ unlawful persons entering site, grievance to people ▪ Traffic disruption ▪ Fatalities or injury to employees ▪ Damage to property ▪ Loss of time in maintenance	x	x	x	4	3	12	PRINCIPAL CONTRACTOR
8. Deliveries and other construction vehicles	▪ Vehicles movement entering / leaving site ▪ Inadequate traffic plan ▪ Inadequate signals in place when reversing and offloading ▪ impact with equipment ▪ Spillages from trucks & materials	▪ Injury to employees ▪ Traffic disruption, ▪ Injury to visitors ▪ Damage to property ▪ Environmental damage, Waste generation	x	x	x	4	3	12	PRINCIPAL CONTRACTOR
9. Manual handling of materials & equipment	▪ Carrying, lifting & positioning heavy & unmanageable pieces of material & equipment	▪ Injury to employees ▪ Damage to property	x	x	x	4	4	16	PRINCIPAL CONTRACTOR
10. Excavations	▪ Unstable soil ▪ Unsuitable access to working area Suitable access in and out of excavations not provided ▪ Incompetent operators ▪ Restricted view of driver ▪ Employees assisting using hand tools when carrying out excavation work ▪ Overcrowding of employees in trenches ▪ Excavation conducted without supervision of competent person ▪ Excavations not barricaded ▪ Unidentified services ▪ Unauthorised access ▪ Extensive noise, Sparks operation in rocky soils	▪ Collapse of excavation and falling material ▪ Machine getting stuck in wet soil condition ▪ Properly planned escape routes not available ▪ Collapsing of shoring ▪ Employees injuries ▪ Visitors or vehicles falling into excavations ▪ Harm to property ▪ Disruption of service supply to surrounding community ▪ Damage to equipment	x	x	x	4	3	12	PRINCIPAL CONTRACTOR
11. Mobile Crane and tower-crane, lifting operations, rigging and lifting equipment	Incompetent crane operator Crane operator not medically fit Defective crane Crane not inspected before work commences Man machine interface Use of damaged slings/chains Incorrect slings used for load Crane and lifting equipment not load tested and certified not done No lifting/sling plan No work permit and task risk assessment ▪ No banksman available	Loss time injuries Fatalities ▪ Property damage							

TASK / ACTIVITY	HAZARD	RISK TO SAFETY, HEALTH & ENVIRONMENT	TYPE			RISK ANALYSIS			RESPONSIBLE ENTITY / PERSON
			H	S	E	L	E	C	
12. Mobile Elevated Working Platforms (MEWP)	Collision with other vehicular traffic. Arcing or contact with overhead cables or other overhead obstructions. Fall of operative from platform. Materials falling from platform. Entrapment of persons in moving parts or mechanism. ▪ Overturning of the MEWP	Muscular skeletal injuries. Back injuries Cuts, bruises and fractures Damage to property ▪							
13. Steel reinforcing	▪ Delivery vehicles on site ▪ wrong off-loading by untrained personnel ▪ Unsafe stacking and storage of reinforcing ▪ Overcrowding walkways and access ways ▪ Manual handling of heavy reinforcing ▪ Incorrect PPE required	▪ Disruption of road traffic ▪ Damage to property ▪ Injury to employees ▪ Injury to visitors	x	x		4	3	12	PRINCIPAL CONTRACTOR
14. Concrete works	▪ Delivery vehicles movement onto site ▪ Incorrect handling of concrete pump and chute during discharge ▪ Manual moving of concrete to remote location by wheel barrow or dumpster. ▪ Concrete spills during activities ▪ Environmental spillage due to washing out of ready mix delivery truck. ▪ Incorrect PPE required	▪ Disruption of road traffic ▪ Damage to property ▪ Injury to employees ▪ Injury to visitors ▪ Unauthorised / untrained operator ▪ Environmental damage, Waste generation	x	x	x	4	3	12	PRINCIPAL CONTRACTOR
15. Electrical Work	▪ Use of damaged hand tools when mixing plaster ▪ Cement powder emissions from mixing plaster ▪ Removal of rubble from area ▪ Climbing onto working scaffolding ▪ Spillages from cement and other materials	▪ Electrocuting or Injuries to employees ▪ Inhalation of excessive cement powder ▪ Environmental damage through Waste generation	x	x	x	4	3	12	CONTRACTOR
16. Welding & gas cutting	▪ Operating of equipment by unskilled personnel ▪ Poorly maintained equipment ▪ Welder not in constant control over equipment ▪ Incorrect earth on welding equipment ▪ No welding screens between operations and other employees ▪ No ventilation in welding areas ▪ Not sufficient welding PPE ▪ Argon / Oxygen pressure vessels free standing ▪ Welding spats & sparks not captured	▪ Injury to employees ▪ Inhalation of excessive gasses and fumes ▪ Electrocution, fire , burns, Shocks ▪ Arc eyes due to wrong PPE ▪ Explosions, deaths, injury to employees ▪ Damage to property	x	x	x	4	4	16	PRINCIPAL CONTRACTOR
17. Fire prevention	▪ Untrained and emergency drills not done on regular basis ▪ Equipment in store rooms and not distributed on site ▪ Poorly maintained firefighting equipment ▪ Safety signs not adequate or put up ▪ Emergency exists obstructed ▪ Emergency plan not communicated	▪ Damage to property as a result of fire ▪ Death and/or injury to employees	x	x	x	4	5	20	PRINCIPAL CONTRACTOR
18. Hoisting and Lifting equipment	▪ Untrained riggers ▪ Failure lifting equipment due to poor rigging methods	▪ Damage to material. ▪ Damage to property ▪ Lost of load	x	x	x	4	4	16	PRINCIPAL CONTRACTOR

TASK / ACTIVITY	HAZARD	RISK TO SAFETY, HEALTH & ENVIRONMENT	TYPE			RISK ANALYSIS			RESPONSIBLE ENTITY / PERSON
			H	S	E	L	E	C	
	▪ Movement of employees under suspended materials during crane operations ▪ Unattended loads without supervision ▪ Swaying of lifted materials without guide rope	▪ Falling material ▪ Injury to employees							
19. Sub contractors on site	▪ No safety file for site ▪ Unstructured employee force ▪ Unskilled supervision ▪ In experience employees ▪ Not registered for COID ▪ Foreign employees, language barrier ▪ Poorly maintained equipment ▪ Environmental disrespect	▪ Risk other employees ▪ Delays due to non-compliance ▪ Contravention notices ▪ Delays in completion ▪ Environmental risk due to uncontrolled dumping on sites	x	x	x	4	4	16	PRINCIPAL CONTRACTOR
20. Waste material removal	Build-up of waste material Combustible / flammable materials ▪ Smoking near sources of ignition	Muscular skeletal injuries. Back injuries Cuts, bruises and fractures Damage to property ▪ Fires							
21. Alcohol and Drugs	Use of drugs that impair perception / vision Working / on duty under the influence ▪ Stress, tension, high blood pressure	Muscular skeletal injuries. Back injuries Cuts, bruises and fractures ▪ Damage to property							
22. Medical and / or Emergency	Unclear location of first aid station / box Visitors unaware of protocols Unclear who is trained ▪ Blood borne pathogens	Muscular skeletal injuries. Back injuries Cuts, bruises and fractures ▪ Damage to property							
23. Use of Ablution Facilities	Insufficient WC / washing facilities Not washing hands after use. Spread of germs, disease, etc. Incorrect use of WC Spillage of fluids on the floor. Slips and falls	Muscular skeletal injuries. Back injuries Cuts, bruises and fractures ▪ Damage to property							
24. Pregnant Women	Difficulty in emergency and evacuation situations ▪ Stress and morning sickness	Muscular skeletal injuries. Back injuries Cuts, bruises and fractures ▪ Damage to property							
25. General and Miscellaneous	Young workers on site ▪ New and Inexperienced Workers	Muscular skeletal injuries. Back injuries Cuts, bruises and fractures ▪ Damage to property							

Severity (Consequences)	Risk Rating Matrix	Likelihood				
		<Low (1) Not credible i.e. the team have never heard of event occurring in industry	**Low (2)** Conceivable but would require multiple failures of systems and controls	**Medium (3)** Less than average i.e. easy to postulate a scenario for accident but considered unlikely	**>Medium (4)** More than average i.e. the team do not have direct knowledge but suspect that event may have occurred and represents a credible scenario	**High (5)** Likely to occur and the team have knowledge of a similar event
	High (5) Multiple deaths, lung diseases, permanent debility or fatality. Major pollution with long-term implication and very high restitution costs	5	10	15	20	25
	>Medium (4) Involving a single death or severe injury, poisoning, sensitization or dangerous infection. Damage to equipment resulting in production shutdown and significant production loss. Severe pollution with short-term localized implications incurring significant restitution costs	4	8	12	16	20
	Medium (3) Event leading to a Lost Time Incident or persistent dermatitis, acne or asthma. Localized damage to equipment requiring extensive repair, significant loss of function or production or moderate pollution incurring some restitution costs	3	6	9	12	15
	Low (2) Minor injury requiring first-aid treatment or headache, nausea, dizziness, mild rashes. Damage to equipment requiring minor remedial repair, loss of production or impact to the environment	2	4	6	8	10
	<Low (1) Negligible injury or health implications, no absence from work. Negligible loss of function or production with no damage to equipment or the environment	1	2	3	4	5

1 - 6	**MAY BE ACCEPTABLE: however, review task to see if risk can be reduced further**
8 - 12	**TASK SHOULD ONLY PROCEED after consultation with personnel and assessment team. Where possible, the task should be redefined to take account of hazards involved or the risk should be reduced further prior to task commencement.**
15 – 25	**TASK MUST NOT PROCEED. Almost inevitable that an incident would result. It should be redefined or further control measures put in place to reduce risk. The controls should be re-assessed for adequacy prior to task commencement.**

Construction Manager's responsibility is to review, implementation and monitoring the site assessment.

This risk assessment was prepared on known construction work, but must be re-assessed by the Principal Contractor's Construction Manager by walking the site to confirm that all hazards have been correctly identified and appropriate control measures specified are in place.

Employees are required to wear relevant PPE for tasks being performed.

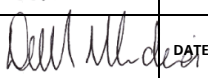
All work to be carried out under a PERMIT TO WORK system is applicable to the specifications of that permit.

WHEN ACTIVITIES, HAZARDS OR RISKS CHANGES THE CONSTRUCTION MANAGER MUST –

A. STOP THE JOB;

B. REVISE THIS RISK ASSESSMENT; AND

C. DISCUSS WILL RELEVANT EMPLOYEES.

Team involved in the preparing of the risk assessment			
1. De Munck MENDEROI	**2.**	**3.**	**4.**
5	**6.**	**7.**	**8.**
PREPARED BY: De Munck Menderoi	**POSITION: OHS PRACTITIONER**	**SIGNATURE:**	**DATE: Tuesday, 26 April 2022**
CHECKED BY: De Munck MENDEROI	**POSITION: CHS PRACTITIONER TO CLIENT**	**SIGNATURE:** 	**DATE: Tuesday, 26 April 2022**
APPROVED BY:	**POSITION: Construction Manager**	**SIGNATURE:**	**DATE:**

LANGEBERG MUNICIPALITY

TENDER NO. "34/2022"

CONSTRUCTION AND DEVELOPMENT OF ASHTON SILO'S CEMETERY EXPANSION, PHASE 1

Part C7: Drawings

PART C7: DRAWINGS 243

The Works shall be carried out in accordance with the following drawings which are included in Part C7: Drawings and form part of the contract documents:

Table 3.2.1: List of Drawings

CONSULTANT'S DRAWING NUMBER	DESCRIPTION	REVISION
	SUR100	
21-LBM-045/SUR100	Existing Services Layout	00
		00
		00
	R200	
		00
21-LBM-045/R200	Road Layout	00
21-LBM-045/R201	Road Long Sections (Sheet 1)	00
21-LBM-045/R202	Road Long Sections (Sheet 2)	00
21-LBM-045/R203	Road Long Sections (Sheet 3)	00
21-LBM-045/R204	Road Long Sections (Sheet 4)	00
21-LBM-045/R205	Parking Area Cross Sections	00
	SW300	
21-LBM-045/SW300	Stormwater Layout	00
21-LBM-045/SW301	Stormwater Long Sections (Sheet 1)	00
21-LBM-045/SW302	Stormwater Long Sections (Sheet 2)	00
21-LBM-045/SW303	Stormwater Long Sections (Sheet 3)	00
21-LBM-045/SW304	Stormwater Long Sections (Sheet 4)	00
	G700	
21-LBM-045/G700	Typical Cross Sections	00
21-LBM-045/G701	Stormwater Headwall Detail	00
21-LBM-045/G702	Stormwater Typical Details	00
21-LBM-045/G703	Typical Nameboard	00

VOLUME 2: THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION, 2015

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.

VOLUME 3: SANS STANDARDISED SPECIFICATIONS FOR CIVIL ENGINEERING CONSTRUCTION

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.