

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGE BERG MUNICIPALITY)					
BID NUMBER:	T 40/2020	CLOSING DATE:	18 DECEMBER 2020	CLOSING TIME:	12H00
DESCRIPTION	UPGRADING AND REHABILITATION OF WATER NETWORKS; ASHTON, BONNIEVALE, ROBERTSON AND MONTAGU				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT

LANGEBERG MUNICIPAL OFFICE			
28 MAIN ROAD			
ASHTON			
6715			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD NO:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (VAT INCL) R
SIGNATURE OF BIDDER			DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	NW Albertyn
CONTACT PERSON	SABELO NGCONGOLO	TELEPHONE NUMBER	023 615 8000
TELEPHONE NUMBER	023 615 8000	FACSIMILE NUMBER	023 615 1563
FACSIMILE NUMBER	023 615 1563	E-MAIL ADDRESS	nalbertyn@langeberg.gov.za
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za		

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ 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.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
DOCUMENT REVIEW		
COVER PAGE		1 - 2
CONTENTS		3

THE TENDER

PART T1	TENDERING PROCEDURES	Index T1.1 – 1.2.7
T1.1	Tender Notice and Invitation to Tender	5
T1.2	Tender Data	6 - 12
PART T2	RETURNABLE DOCUMENTS	Index T2.1 –T2.2.31
T2.1	List of Returnable Schedules	13 - 14
T2.2	Returnable Schedules	15 - 66

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA	C1
C1.1	Form of Offer and Acceptance	67-71
C1.2	Contract Data and Part 1 Appendix: General Conditions	72 - 84
C1.3	Pro-Forma: Performance Guarantee	85 - 88
C1.4	Pro-Forma: Health and Safety Agreement	89 - 90
PART C2	PRICING DATA	C2
C2.1	Pricing Instructions	91
C2.2	Bill of Quantities	94 - 128
PART C3	SCOPE OF WORKS	C3
C3.1	Description of Works	130-133
C3.2	Engineering	134
C3.3	Procurement	135-139
C3.4	Construction	140 -215
C3.5	Management	216 - 218
C3.6	Annexures	219- 223
PART C4	SITE INFORMATION	C4
C4.1	Scope	224

Part C5	DRAWINGS	225
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PART T.1 : TENDER PROCEDURES

T1.1

Tender Notice and Invitation to Tender

T1.2

Tender Data

The following document forms an integral part of this tender:

Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and the relevant regulations.

The above-mentioned document is obtainable from LANGEBERG MUNICIPALITY at the physical address as stipulated in the tender advertisement.



INVITATION FOR TENDERS

TENDER NUMBER: T40/2020

DESCRIPTION : UPGRADING AND REHABILITATION OF WATER NETWORKS; ASHTON, BONNIEVALE, ROBERTSON AND MONTAGU

CLOSING DATE : 18 DECEMBER 2020

CLOSING TIME : 12H00

Bids will be opened in public at 28 Main Road, Ashton.

INFORMATION :

Obtain documentation:

Langeberg Municipality
52 Church Street
Robertson
6705

Enquiries regarding tender documentation:

Mr NW Albertyn
Tel: (023) 626 8200
Fax: (023) 615 1563
E-mail: nalbertyn@langeberg.gov.za

Office hours for collection:

08h00 – 16h30 as from 18 November 2020 from Ms W Hartnick-Ntebele, Langeberg Municipal Offices, 52 Church Street, Robertson.
A non-refundable fee of R 250 is payable to Langeberg Municipality for collection of documents.

OR CAN BE DOWNLOADED FROM LANGEBERG MUNICIPAL WEBSITE , www.langeberg.gov.za

PLEASE NOTE:

The official TENDERS document must be fully completed in black ink and must be BOUNDED.

Only goods and services applicable to local production and content will be considered.

Supporting documents must be submitted separately and must be stapled or bound.

Langeberg Municipality request bidders to supply a bid for the UPGRADING AND REHABILITATION OF WATER NETWORKS; ASHTON, BONNIEVALE, ROBERTSON AND MONTAGU

A compulsory clarification meeting will be held on FRIDAY 27 November 2020 at 10:00 in the Langeberg Municipal Offices, 52 Church Street, Robertson after which the sites will be visited. Bidders that fail to attend the compulsory clarification meeting will be disqualified. **A representative may only represent one tenderer at this meeting.**

Bids may only be submitted on the bid documentation provided by the municipality and must remain valid for 90 days after bid closing. It is estimated that tenderers will need a CIDB grading designation of **4CE**.

“Only goods, works and services with the minimum threshold as applicable to local production and content will be considered.”

The lowest, only or any bid shall not necessarily be accepted and the Council reserves the right to accept any part of the bid.

TENDERS TO BE DEPOSITED IN: The tender box of Langeberg Municipality, 28 Main Road, Ashton. The tender box is open from Mondays until Fridays from 08:15 until 16:00. This excludes weekends and public holidays.

NOTE: This tender will be evaluated in terms of the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553. Please take note of the responsiveness criteria as stipulated in the tender document.

PROCUREMENT PREFERENCE POINT SYSTEM: 80/20

AWJ EVERSON
ACTING MUNICIPAL MANAGER

T1.2 : TENDER DATA

General

The conditions of tender are the *Standard Conditions of Tender* as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is 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	Wording
F.1.1	The employer is LANGEBERG MUNICIPALITY .
F.1.2	Tender Documents The tender documents issued by the employer comprise those listed in the contents page. The Tender Document and the drawings shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.
F.1.3	The Employer's right to accept or reject any tender offer. Add the following to Clause F.1.5.1 The LANGEBERG MUNICIPALITY shall apply the principles of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), it's Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003), and the relevant regulations. Depending on the tendered amount the Employer also reserves the right to award the contract in its entirety or partially.

Clause	Wording
F.2	TENDERER'S OBLIGATIONS
F.2.1	Contractor's execution capabilities
F.2.1.1	The Contractor must provide information to show his execution capabilities in the following schedules a) Availability of plant sources to be detailed on Schedule 1E b) Schedule of work satisfactorily carried out on Schedule 1F c) Capacity to subcontract resources: Proposed sub-contractors must be listed in Schedule 1G c) Availability of skills based on personnel data submitted in Schedule 1D. d) Satisfactory financial standing and capability e) Proposed amendments and qualifications to be listed in Schedule 1H
F.2.2	Check documents The Tenderer shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Tenderer shall immediately notify the Employer accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as the LANGE BERG MUNICIPALITY will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.
F.2.3	Clarification meeting A compulsory clarification meeting is required. Attendance of the clarification attendance will be completed in Schedule F
F.2.4	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
F.2.5	Insurance The employer will not provide any insurance for goods prior to the transfer of ownership.

F.2.6	Pricing the tender offer
F.2.6.1	The Tenderer shall enter a unit rate against each item in the schedule of quantities, whether quantities are stated or not. The Tenderer may not group items together and tender one lump sum for such group of items. The Tenderer also may not indicate against any item that full compensation for such item has been included in another item. A rate of R0-00 shall be assumed for such items. In the event of a discrepancy between the product of the unit rate and the quantity of any payment item and the total amount of such item found during the adjudication of tenders, the unit rate shall be deemed correct and shall be applicable to the contract. Tenderers shall exclude value added tax (VAT) in the tendered rates and amounts. The tendered rates and amounts shall however include all levies and other taxes and duties on all items to which they apply.
F.2.7	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is: a) The Tenderer must obtain an additional document and set out the alternative therein. It is vitally important that the original tender offer is also submitted.
F.2.8	Submitting a Tender Offer Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable. Each Tenderer is required to submit under sealed cover the complete set of Tender Documents (including Drawings) with all the required information and complete in all respects. The envelope shall be addressed to the LANGEBERG MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the LANGEBERG MUNICIPALITY. Any tender which is delivered to an address other than, the one stipulated in the Tender Notice will not be accepted. Uncompleted tenders must be clearly marked with the contract number, as well as “Uncompleted Tender”. Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.9	
F.2.9.1	
F.2.9.2	
F.2.9.3	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 Offices at Ashton Physical address: Langeberg Municipality, 28 Main Road Ashton. Identification details: T40/2020 Title of Tender: UPGRADING AND REHABILITATION OF WATER NETWORKS; ASHTON, BONNIEVALE, ROBERTSON AND MONTAGU

Clause	Wording
F.2.9.4	A two-envelope procedure will not be followed.
F.2.10	The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.
F.2.11	Telegraphic, telephonic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.12	The tendered offer validity period is 90 days.
F.2.13	Access shall be provided for inspection and testing by personnel acting on behalf of the Employer.
F.2.14	Where a tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 28 days after the closing date of submission of tenders. Uncompleted tenders must be clearly marked with the contract number, as well as "Uncompleted Tender".
F.2.15	The tenderer is required to submit the certificates listed in the Returnable Documents.
F.3.1	The time and location for opening the tender offers are at 12H00 on Friday 11 December 2020 at 28 Main Road Ashton
F.3.2	The procurement for the evaluation of responsive tender offers is Method 2 – financial offer and preference.
F.3.3	The financial offer will be scored using Formula 2 where W1 is; 80 where the financial value inclusive of VAT of all responsive tenders received not exceed R50,000,000.00. 90 where the financial value inclusive of VAT of all responsive tenders received exceed R50,000,000.00.
F.3.4	Up to 100 minus W1 tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

The criteria and maximum score in respect of each of the criteria are as follows:

QUALITY CRITERIA		
No	Criteria	Points
1.	Company's Relevant Experience	50
2.	Relevant Key Personnel Experience	50
TOTAL		100

Clause	Wording
	Quality will be scored in accordance with the following schedules: • 2 Schedules corresponding to the above criteria, as detailed in Schedule 1F. The minimum number of evaluation points for quality is 70 points. The quality (functionality) criteria in respect of each of the criteria to be evaluated are as follows: 1. Company's relevant experience – Max 50 points Successfully completed the installation of water networks for potable drinking water. - 5 or more projects completed: 50 points - 2 projects completed: 30 points - 0 projects completed: 0 points Tenderers shall attach project details and Completion Certificates to Schedule 1F. 2. Relevant Key Personnel experience – Max 50 points This project is estimated to require: - Contract Manager (maximum points achieved = 30 points) i. More than 10 years experience: 15 points ii. Tertiary Qualification (B Eng / B Tech /ND) : 10points iii. Professional Registration with ECSA (Pr Eng / Pr Tech): 5 points - Site Agent (maximum points achievable = 10 points) i. More than 10 years site agent experience: 5 points ii. Acted as Site Agent on more than 3 projects involving the installation of water networks within build-up areas: 4 points iii. Tertiary Qualification (B Eng / B Tech / ND) : 1 points - General Foreman (maximum points achievable = 10 points) i. More than 10 years site agent experience: 5 points ii. Acted as General Foreman on more than 3 projects involving the installation of water networks within build-up areas:5 points Certified proof of qualifications and detailed CVs should be attached to Schedule 2E. TENDERERS WHO FAIL TO MEET THE MINIMUM THRESHOLD OF 70 POINTS FOR FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

Clause	Wording
F.3.6	Tender offers will only be accepted if: a) The Tenderer submits a valid Tax Clearance Certificate or a tax clearance verification pin number issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. b) The Tenderer submits a letter from an approved insurer undertaking to provide the Performance Surety to the format included in Part C1 of this document. c) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designated. d) The Tenderer or any of its directors / shareholders is not listed on the Register of Tenderer Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector. e) The Tenderer has not: i. Abused the Employer's Supply Chain Management System; or ii. Failed to perform on any previous contract and has been given a written notice to this effect; f) The Tenderer has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Employer or potentially compromise the tender process; g) The Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) The Tenderer has not failed to perform on any previous contracts and has not been given a written notice to this effect.
F.3.7	The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 14 days of the notification of any final decision (e.g. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of work. The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Employer's appeals process.

Clause	Wording
F.3.8	Appeal against the decision Paragraph 49 of the Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) gives persons aggrieved by decisions or actions taken in the implementation of the Municipal Supply Chain Management System, the right to lodge within 14 days of notification of decision or action, a written objection or complaint against the decision or action. Any tenderer wishing to exercise this right, must submit their appeal in writing to the Employer marked for the attention of the Manager Supply Chain Unit. The format of the appeal must; Set out the reason for the appeal; • State in which way the appellant's rights have been affected by the decision; • State the remedy sought, and • Be accompanied by a copy of the notification advising the tenderer of the decision of the Bid Adjudication Committee. Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administration Justice Act (No. 3 of 2000). The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Employer's appeals process.
F.3.9	The number of paper copies of the signed contract to be provided by the Employer is one (1) .
Additional Clauses	The additional conditions of tender are: 1) Tenderers may not form any joint ventures without the permission of the Employer. 2) The maximum mark up on nominated sub-contractors work will be 7,5%.

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Schedules**T2.2** Returnable Schedules

PART T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

2.1.1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule: 1A	Compulsory Enterprise Questionnaire
Schedule: 1B	Authority to Signatory
Schedule: 1C	Certificate of Authority for Joint Ventures
Schedule: 1D	Personnel Schedule
Schedule: 1E	Schedule of Plant and Equipment available for the Contract
Schedule: 1F	Schedule of Work Satisfactory carried out by the Tenderer
Schedule: 1G	Schedule of Proposed Subcontractors
Schedule: 1H	Proposed Amendments and Qualifications
Schedule: 1I	Certificate of Attendance at Clarification Meeting
Schedule: 1J	Declaration in terms of the MFMA (No 56 of 2003) in terms of Municipal Rates and Services.
Schedule: 1K	Declaration of Interest
Schedule: 1L	Estimated Monthly Cash Flow
Schedule: 2A	Proof of Authority of Signatory
Schedule: 2B	Documents of Incorporation
Schedule: 2C	Tax Clearance Pin Requirements
Schedule: 2D	Joint Venture Agreement, If Applicable
Schedule: 2E	Curriculum Vitae of Key-Personnel
Schedule: 2F	Proof of Payment of Municipal Rates and Taxes
Schedule: 2G	Certificate certifying that the enterprise has no undisputed commitments.
Schedule: 2H	Particulars of any contracts awarded by an organ of state during the last five years of any material non-compliance or dispute concerning their execution over this period.
Schedule: 2I	Statement indicating whether any portion of the goods or services are to be sourced from outside the Republic.
Schedule: 2J	Proof of Payment of UIF
Schedule: 2K	Banking Details
Schedule: 2L	Code of Conduct

**2.1.2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE
CONTRACT
(to be attached with submission)**

Schedule: 3A	Record of Addenda to Tender Documents.
Schedule: 3B	Declaration Concerning Fulfilment of the Construction Regulations, 2015
Schedule: 3C	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017.
Schedule: 3D	Declaration Certificate for Local Production and Content.
Schedule: 3E	Declaration of Bidder's past supply chain management practices.
Schedule: 3F	Certificate of Independent Bid Determination.
Schedule: 3G	Declaration in Service of the State



SCHEDULE 1A : 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. **(Failure to do so may result in your bid being disqualified)**

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

**Has and original and valid TAX clearance certificate
been attached under Schedule 2C?**

Yes / No

Section 3: Has a B-BBEE status level verification certificate been submitted?

Yes / No

If Yes, who was the certificate issued by? (Tick applicable box)

- ☐ An accounting officer as contemplated in the Close Corporation Act.
- ☐ A verification agency accredited by the South African National Accreditation System (SANAS).
- ☐ A registered auditor.

NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.

Section 4: CIDB registration number, if any:

Section 5: Particulars of sole proprietors and partners in partnership

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

- i) Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my / our 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;
- 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;
- 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.

Signature: Date: / / 201...

Print Name: Position:

Postal Address:

Street Address:

Telephone Number: Code Number

Cell Phone Number:

Facsimile Number: Code Number

E-mail Address:

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

SCHEDULE 1B : AUTHORITY FOR SIGNATORY
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer shall complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I....., chairperson of the board of directors of
, hereby confirm that by resolution of the board (copy attached) take on 20, Mr/Ms acting in the capacity of
, was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms acting
 in the capacity of to sign all documents in connection with the tender
 for Contract and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. Chairman:

2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

SCHEDULE 1C : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
--

This returnable schedule is to be completed by 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.

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.

SCHEDULE 1D: PERSONNEL SCHEDULE

Job Description	Non-Local	Local
Contact Manager		
Site Agent		
Foremen		
Operators		
Clerk		
Artisan		
Bricklayer		
Watchmen		
Pipe Layer		
Labourers		
* Women (included in labourers)		
* Youth < 35 years (included in labourers)		
Other		

Specify the name, qualification and experience of the contract manager.

☐ Yes☐ No

Specify the name, qualification and experience of the site agent.

☐ Yes☐ No

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1E: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT
--

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

- a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

- b) Details of major equipment that will be hired, or acquired for this contract.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

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

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1G: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1H: PROPOSED AMENDMENTS AND QUALIFICATIONS
--

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to this tender and reference such letter in this schedule.

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

Page	Clause or Item	Proposal
		

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1I: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
--

This is to certify that

_____ (Tenderer)

of _____ (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at _____ (location) on _____ (date), starting at _____

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

Particulars of person(s) attending the meeting:

1. Print Name: _____ Signature: _____

Capacity: _____

2. Print Name: _____ Signature: _____

Capacity: _____

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

1. Print Name: _____ Signature: _____

Capacity: _____ Date & Time _____

SCHEDULE 1J: DECLARATION IN TERMS OF THE MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES
--

(To be signed in the presence of a Commissioner of Oath)

I the undersigned, who warrants that he/she is duly authorised to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners 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 satisfactory on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) Abuse 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.

DECLARATION IN TERMS OF MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

Further to the above the undersigned herewith discloses the particulars of any award of more than R2000-00 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months.

Name of that person: _____

Capacity in which that person is in the service of the state: _____

Amount of the award: _____

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel a contract arising out of this tender.

PRINT FULL NAME: _____ SIGNATURE: _____

DULY AUTHORISED TO SIGN ON BEHALF OF: (NAME OF ENTERPRISE / TENDERER*)

* 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 and attach it to this schedule

ADDRESS: _____

CONTACT NUMBER: TEL. No. _____

CELL No. _____

FAX No. _____

Signed and sworn to before me at _____ on this _____ day of _____ 201... by the Deponent, who has acknowledged that he / she knows and understands the contents of this Affidavit is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his / her conscience.

COMMISSIONER OF OATHS: _____

DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICES SHALL BE ATTACHED TO SCHEDULE 2F

SCHEDULE 1K: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state* YES / NO
 - 3.6.1 If so, furnish particulars.
 - 3.7 Have you been in the service of the state for the past twelve months? YES / NO
 - 3.7.1 If so, furnish particulars.
 - 3.8 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
 - 3.8.1 If so, furnish particulars.
 - 3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

.....

.....

YES / NO

.....

.....

YES / NO

.....

.....

particulars.

.....

.....

CERTIFICATION

A graphic illustration featuring a pink hand holding a globe. The globe has a light blue and yellow spiral design. Below the hand, the word 'CERTIFICATION' is written in bold black capital letters. The entire graphic is set against a background of yellow curved lines.

undersigned (name) certify that the information furnished on this declaration form is correct. I accept that the municipality may act against me should this declaration be found to be false.

.....

Print full name

.....
Position

COMMISSIONER OF OATHS:

SCHEDULE 1L: ESTIMATED CASH FLOW

The tenderer shall give a projected cash flow for this project.

DESCRIPTION	AMOUNTS (R)
Week	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
TOTAL	

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE 2 A: PROOF OF AUTHORITY OF SIGNATORY

The Tenderer shall attach to this page proof of authority of signature.



SCHEDULE 2B: DOCUMENTS OF INCORPORATION

The Tenderer shall attach to this page a **certified** copy of the certificate of incorporation of his / her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.



SCHEDULE 2C: TAX COMPLIANCE STATUS PIN REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, to meet the bidder's tax obligations.

- 1 The Income Tax Number and the Compliance status pin must be submitted together with the bid. Failure to submit the Income Tax number and the compliance status pin will result in the invalidation of the bid.
- 2 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Income Tax Number and Compliance Tax pin.



SCHEDULE 2D: JOINT VENTURE AGREEMENT, IF APPLICABLE
--

The Tenderer shall attach to this page a joint venture agreement, if applicable.



SCHEDULE 2E: CURRICULUM VITAE OF KEY-PERSONNEL

The Tenderer shall attach to this page a Curriculum Vitae of key personnel.



SCHEDULE 2F: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

The Tenderer shall attach to this page proof of payment of municipal rates and taxes or municipal services charges in support of Schedule 1J.

Please note: Should the tenderer intend claiming preference points for local enterprise status, points shall only be awarded if proof of payment is attached.



**SCHEDULE 2G: CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED
COMMITMENTS**

The Tenderer shall attach to this page a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days.



SCHEDULE 2H: PARTICULARS OF ANY CONTRACTS AWARDED BY AN ORGAN OF STATE DURING THE LAST FIVE YEARS OF ANY MATERIAL NON-COMPLIANCE OR DISPUTE CONCERNING THEIR EXECUTION OVER THIS PERIOD

The Tenderer shall attach to this page particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period.



**SCHEDULE 2I: STATEMENT INDICATION WHETHER ANY PORTION OF THE GOODS OR SERVICES
ARE EXPECTED TO BE SOURCED OUTSIDE THE REPUBLIC**

The Tenderer shall attach to this page 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 or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if >R10 000 incl. VAT).



SCHEDULE 2J: PROOF OF PAYMENT OF UIF

The Tenderer shall attach to this page a letter from the Industrial Council indicating his good standing with regards to UIF payments.



SCHEDULE 2K: 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. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

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:

SCHEDULE 2L: CODE OF CONDUCT

CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

28 Main Road
Ashton
6715

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that suppliers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Langeberg Municipality subsidiaries and associate companies;
- Immediate termination of contract , without resource; and/or

Acknowledgement and Acceptance, to be submitted together with application for listing as provider of goods and services

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____
Address: _____
Representative: _____
Signature: _____
Date: _____

SCHEDULE 3 A: 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:

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 3B: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) a Client must –

(g) ensure that the potential principal contractors submitting tenders have made adequately provision for the cost of health and safety measures;

(h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;

Tenderers shall answer the questions below:

- I confirm that I am fully familiar with the Regulations and that my company has (or will acquire / procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Yes	
No	

- Indicate which approach shall be employed to achieve compliance with the Regulations.

	(Tick)
Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and / or trained (until competency is achieved)	
Specialist subcontract resources (competent) – Specify:	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV to be attached):

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

Yes	
No	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

1. ID No.

(Name in Print):

2. ID No.

(Name in Print):

SCHEDULE 3C: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

		POINTS	
		80/20	90/10
1.3.1.1	PRICE	80	90
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	10
Total points for Price and B-BBEE must not exceed		100	100

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

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R10 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

MUNICIPALITEIT MUNICIPALITY MASIPALA

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

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

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO *(delete which is not applicable)*

- 8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?
(Print full name of sub-contractor)

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO *(delete which is not applicable)*

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?Years

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

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

WITNESSES:

1.

.....

.....
SIGNATURE(S) OF BIDDER(S)
2.

.....

DATE.....
ADDRESS.....
.....
.....



SCHEDULE 3D: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Item No.	Description of services, works or goods	Min. threshold
PLASTIC PIPES	POLYVINYL CHLORIDE(pvc) PIPES	100%
<u>VALVES PRODUCTS</u>	GATE VALVES	100%
	<u>BALL VALVES</u>	100%
RESIDENTIAL WATER METERS	<u>POST PAID WATER METERS</u>	40%

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at on 2020

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

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of (name of bidder entity), the following:

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

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Page 58 of 225

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

A. Exempted imported content

**This total must correspond with
Annex C - C21**

More: VAT to be excluded from all calculations

Note: VAT to be excluded from all calculations

(E13) Total local content

This total must correspond with

Annex C – C24

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate (s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



SCHEDULE 3E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audit alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST
 ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 3F: CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 3G: DECLARATION OF IN THE SERVICE OF THE STATE
--

SCHEDULE 3G: DECLARATION OF "IN THE SERVICE OF THE STATE"

the state, or has been in the service of the state in the previous twelve months, the following information must be completed:
(Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature. CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

PRO FORMA
FORM OF OFFER AND ACCEPTANCE
(Contract Agreement)

Offer

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

.....

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

By the representative of the Tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance (hereinafter the "Contract Agreement"), 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 the 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 Contract Agreement and returning one fully completed original copy of this Contract Agreement 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.

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of organization:

(Name and address of organization/
tenderer)

Signature and name of witness:

Signature:.....

Name:

Date:

Acceptance

By signing this part of this Contract Agreement, 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 agreement binding Contract between the Employer and the Tenderer upon the terms and conditions contained in this Contract Agreement and in the Contract that is the subject of this Contract Agreement.

The terms of the Contract are contained in:

Part C1: Contract Agreements and Contract Data
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 Part 1 to 4 above. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Contract Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule of Deviations, which must be duly signed by the authorised representative(s) of both parties.

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

For the Employer:

Signature(s)

Name(s)

Capacity

Name and address of organization:

LANGEBERG MUNICIPALITY
28 Main Road
Ashton 6715

Signature and name of witness:

Signature:

Name:

Date:

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 arises from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or 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 fully completed original copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

For the Tenderer:

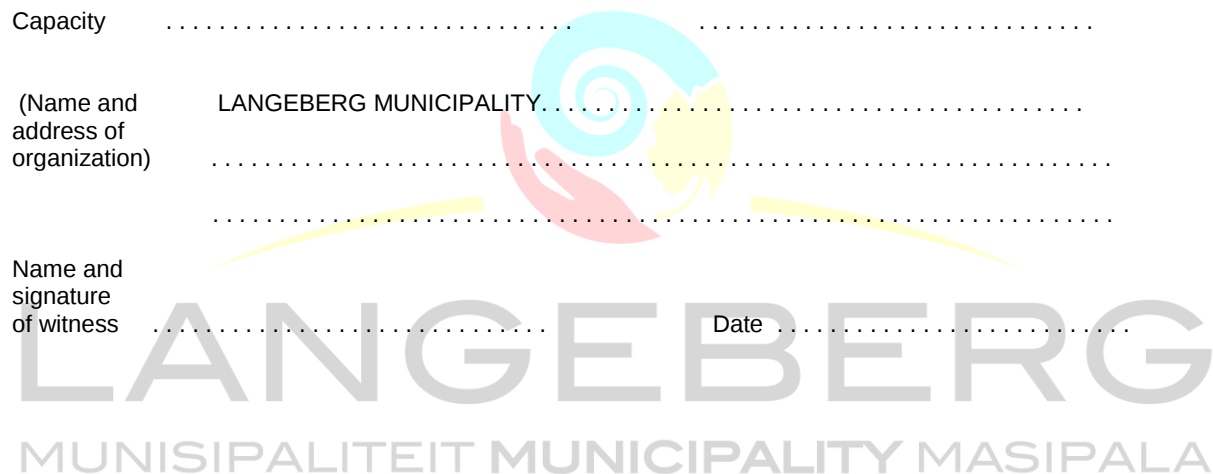
Signature(s)
Name(s)
Capacity

(Name and address of organization/ tenderer)
.....
Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....
Name and signature of witness Date



CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

Name

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

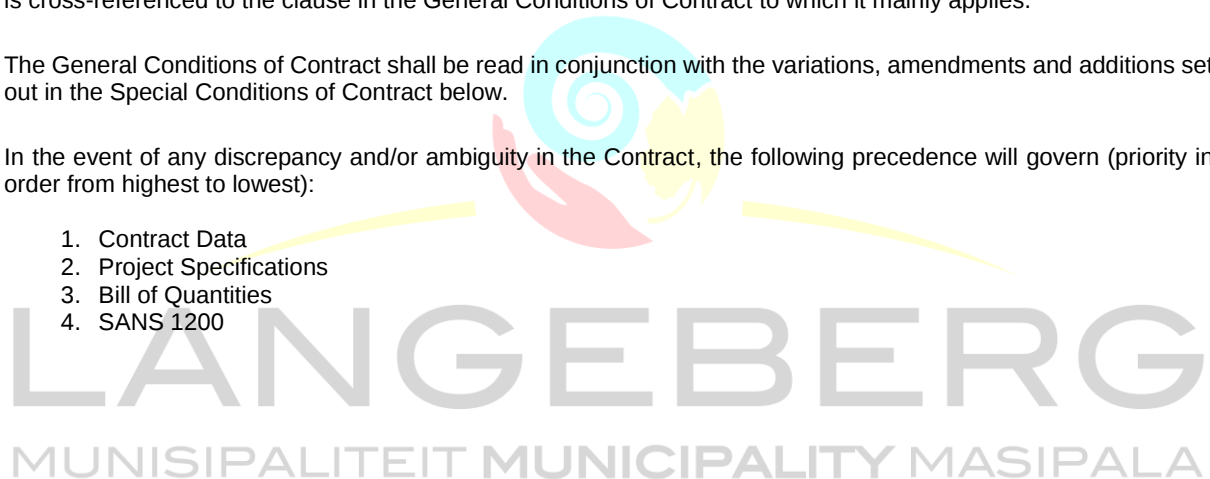
Prepared by the South African Institution of Civil Employer's Agenting (SAICE) shall apply to and from the General Conditions of Contract for this Contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200,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

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer. 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. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

In the event of any discrepancy and/or ambiguity in the Contract, the following precedence will govern (priority in order from highest to lowest):

1. Contract Data
2. Project Specifications
3. Bill of Quantities
4. SANS 1200



LANGENBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

1.2.1 SPECIAL CONDITIONS OF CONTRACT

In this regard, the Standard Conditions of Contract – GCC 2015 is amended by the numbered clauses set out below, as follows:

- (i) where the Standard Conditions of Contract – GCC 2015 contains no provision with the corresponding clause number, the clause set out herein is inserted into the Contract; and
- (ii) where the Standard Conditions of Contract – GCC 2015 contains a provision with the corresponding clause number, it is amended, as set out herein.

Save as amended in terms of this document, the provisions of the Standard Conditions of Contract – GCC 2015 shall remain unchanged.

1.1 Definitions

- 1.1.1.1 "agreed" means agreed by the Employer and the Contractor; or the Employer's Agent and the Contractor expressly authorised in terms of the Contract, unless specifically stated otherwise.
- 1.1.1.5 "Commencement Date" means the date that the Contract, made in terms of the Form of Offer and Acceptance, comes into effect by signing the Acceptance part and returning one fully completed original copy of this document, the Contract Agreement.
- 1.1.1.7 "Contract" means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed and signed by both parties.
- 1.1.1.13 "Defects Liability Period" means the period stated in the Contract Data, commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different portions of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
- 1.1.1.16 "Employer's Agents" means the person named as the Employers' Agent in the Contract Data, or any other person appointed from time to time by the Employer, and of whom the Contractors is notified, in writing, to act as the Employers Agent for the purposes of the Contract as substitute for the Employer's Agent so named. In terms of this Contract the term "Employers Agent" will mean to be "Engineer" and vice versa.
- 1.1.1.14 "Due Completion Date" means the date or dates of the expiry of the time stated in the Contract Data for achieving Practical Completion for the whole or portions of the Works, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration as may be allowed or agreed in terms of Contract.
- 1.1.1.20 "Form of Offer and Acceptance" means the document defined as the Contract Agreement that formalises the legal process of offer and acceptance and gives rise to the Contract.
- 1.1.1.35 "parties" means the Contractor and the Employer.
- 1.1.1.36 "approved programme" means the latest programme submitted by the Contractor and approved by the Employer's Agent. The latest programme approved by the Employer's Agent supersedes previous approved programmes.

1.2 Interpretations

- 1.2.1 Any written communication between the parties shall have been duly delivered if:
 - 1.2.1.1 Handed to the addressee or to his duly authorised agent; or
 - 1.2.1.2 Delivered at the address of the addressee as stated in the Contract Data, including an e-mail address; and
 - 1.2.1.3 Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made
Provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.
- 1.2.6 Any act or communication, including but not limited to "accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for" and their derivatives indicate an act to be carried out in writing.

1.4 Non Variation Clause

- 1.4.1 This Contract is the entire contract between the parties regarding the matters addressed in this Contract. No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract including this clause shall be effective unless reduced to writing and signed by both parties.

2.4 Ambiguity or discrepancy

- 2.4.2 If compliance with any such instruction shall result in delay to Practical Completion and/or the incurrence of proven additional cost the Contractor shall be entitled to make a claim in accordance with Clause 10.1 as read with Clause 6.3.

2.5 Assignment

- 2.5.1 Neither the Contractor nor the Employer shall, without the written consent of the other, assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit thereunder. Such assignment or cession shall be null and void without the other parties consent.

3.1 Qualifications of the Employer's Agent

- 3.1.1 The natural person appointed by the Employer to administer the Contract shall be a registered professional in a built environment profession that is appropriate to the Scope of Work.

3.2 Functions of the Employer's Agent

- 3.2.1 The function of the Employer's Agent is to administer the Contract in accordance with the provisions of the Contract.

4.1 Extent of obligations and liability

- 4.1.1 The Contractor shall, save insofar as it is legally or physically impossible, design (to the extent provided in the Contract Data), execute and complete the Works and obligations remedy any defects therein in accordance with the provisions of the Contract.
- 4.1.2 Where the Contract Data provides that part of the Works shall be designed by the Contractor,
- 4.1.2.1 the relevant part of the Works shall be fit for such purposes for which it is intended as are specified in the Contract, and
- 4.1.2.2 the Contractor shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.
- 4.1.2.3 the Contractor shall submit to the Employer's Agent the "as-built" documents and operation and maintenance manuals in accordance with the Scope of Works and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Practical Completion in terms of Clause 5.14.1 as read with the relevant Contract data until these documents and manuals have been submitted to the Employer's Agent.
- 4.1.4 The Contractor indemnifies the Employer against any liability for any breach of the provisions of Clause 4.1.

4.2 Employer's Agent's instructions

- 4.2.3 Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6. The Employer may recover such costs from the Contractor resulting from same.

4.3 Legal provisions

- 4.3.3 The Employer and the Contractor shall enter into an agreement required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the latest Construction Regulations promulgated thereunder.

4.12 Contractors Superintendence

- 4.12.2 The Contractor, or a competent and authorized agent or representative approved in writing by the Employers Agent (which approval may at any time be withdrawn in writing), hereinafter called the Construction Manager, shall be on site at all times when work is being performed, or when the Employers Agent shall, with reason, require his presence. Competent and authorised agent or representative will mean a natural person registered professionally in a built environment profession that is appropriate to the Scope of Works.

5.3 Commencement of the Works

- 5.3.1 Upon the Employer's Agent's instruction the Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works. Such instruction shall be subject to the submission by the Contractor, and approval by the Employer, of documentation required before commencement with Works execution, as set out in the Contract Data.
- 5.3.3 If the Employer's Agent's instruction to commence executing the Works, or to resubmit documentation with reasons after having found to be unacceptable by the Employer, is not received by the Contractor within 7 days from the actual date of the submission of all the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken to be on the expiry of such 7 days. However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.

5.4 Access to Site

- 5.4.3 If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure of the Employer to give access to or possession in accordance with the terms of this Clause, the Contractor shall be entitled to make a claim in accordance with Clause 10.1, for which purpose the time limits of 28 days provided in Clause 10.1.1.1 shall commence to run only from the time when access to or possession of the Site has actually been given.

5.6 Programme

- 5.6.1 The Contractor shall deliver to the Employer's Agent as part the documentation required before commencement with Works execution in accordance with Clause 5.3.1, an initial programme and method statement for carrying out the Works in order to meet the Due Completion Date.
- 5.6.2 The initial programme and all subsequent adjusted programmes shall show and, when relevant, describe in method statements, the entire scope of the Works to be performed including but not limited to:
- 5.6.2.1 The Commencement Date, commencement of the Works, Due Completion Date(s) or revisions thereof, and the planned date(s) of Practical Completion for the Works as a whole or in respect of different portions of the Works.
- 5.6.2.8 Health and safety requirements
- 5.6.2.9 Critical path including the links between all predecessors and successors for activities on the critical path
- 5.6.3 The Employer's Agent shall, within 7 days after the Contractor has submitted an initial or adjusted programme, approve such programme or rejecting same with reasons and instruct the Contractor to amend such programme. Reasons for rejecting a programme are *inter alia* that it is not in accordance with the Contract or is not reflecting the actual progress. The Employer's Agents failure to approve or reject with reasons the submitted programme,
- 5.6.3.1 in the event of the submitted programme being an adjusted programme, shall be considered to be the approved programme; and
- 5.6.3.2 in the event of the submitted programme being an initial programme, shall not be considered to be the approved programme. However, the Contractor shall have the right to suspend the Works in terms of Clause 5.11.1.3 and if the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from such suspension, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.
- 5.6.4 The programme, method statement and the cash flow forecast shall be subject to updates and review on a monthly basis. The Contractor shall deliver to the Employer's Agent an adjusted programme reflecting actual progress and updated dates in accordance with Clause 5.6.2, even though it may reflect that the planned date(s) of Practical Completion will be later than the corresponding Due Completion Date(s), every month, and in addition;
- 5.6.4.1 when instructed by the Employer's Agent,
- 5.6.4.2 when it no longer reflects the actual progress,

- 5.6.4.3 when a specific event, circumstance, act or omission may delay the execution of the Works, or
5.6.4.4 with each extension of time claim

5.6.5 The submission to and approval by the Employer's Agent of any programme, method statement and/or cash flow forecast or its adjustments, or the delivery of any other relevant particulars, shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

5.7 Progress of the Works

5.7.3 The Employer's Agent may request the Contractor to submit, or the Contractor may submit to the Employer's Agent, a revised programme and cost determined in accordance with Clause 6.4 for accelerating the rate of progress to achieve Practical Completion before the Due Completion Date. If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties.

5.9 Instructions

5.9.3 The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.

5.11 Suspension of the Works

5.11.1 The Contractor may, after giving fourteen (14) days written notice to the Employer, with a copy to the Employer's Agent, (with specific reference to this Clause) suspend the progress of the Works where the Employer has failed in terms of Clause 6.10.4 to:

5.11.1.1 Deliver a payment certificate, or

5.11.1.2 Make full payment of the amount certified in the payment certificate without prejudice to the Contractor's other rights under this Contract or by law, or

5.11.1.3 Failed to approve an initial programme in terms of Clause 5.6.3.2

5.12 Extension of the time for Practical Completion

5.12.1 If circumstances of any kind whatsoever which occurred be such as fairly entitle the Contractor to an extension of time and is or will actually delay Practical Completion of the Works beyond the Due Completion Date, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate. Such extension of time shall take into account any special non-working days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim and the Due Completion Date will be revised accordingly.

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 cumulatively for the construction period, 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 cumulative days for normal climatic conditions must be indicated on the initial programme as a single bar item/activity and as the immediate predecessor to Practical Completion and on the critical path of the programme. The normal climatic conditions will be recorded on the specific days, as and when they occur. Should the days listed below for normal climatic conditions not be used, the days, will become float in terms of Clause 5.6.2 of the GCC 2015 (3rd Edition). The float shall belong to the project and shall only be taken up on prior approval by the Employers Agent.

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	3days
March	4 days
April	4 days
May	4 days

June	5 days
July	5 days
August	4 days
September	4 days
October	3 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.

5.12.2.5 Any delay, impediment, or prevention caused by or attributable to the Employer, Employer's Agent, the Employer's personnel or the Employer's other contractor's on the Site.

5.12.4 Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3.

5.13 Penalties for delay

5.13.2.1 Delete

5.14 Completion

5.14.1 Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion.

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works;

- 5.14.1.1 has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer or
- 5.14.1.2 has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion.

Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.

5.14.2 As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion.

5.14.6 The Employer need not occupy the Works before the Due Completion Date

5.14.7 If, in terms of the Contract Data stated for Clause 1.1.1.14, different times for achieving Practical Completion are specified in respect of different portions of the Works, the provisions for the Works as a whole shall apply with necessary adjustment in respect of such portions.

6.2 Security

6.2.1 The Contractor shall deliver to the Employer, as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1, at his cost, the type of security for the due performance of the Contract, as selected in the Contract Data.

6.2.2 If the Contractor fails to provide or maintain the security as selected in the Contract Data within the time period stated in Clause 5.3.2 or if the performance guarantee is not in accordance with the relevant pro forma performance guarantee, the Employer, in his sole discretion, may either

6.2.2.1 Hand over the Site to the Contractor and withhold payment from the Contractor until the amount withheld is equal to ten per cent (10%) of the Contract Price. Such amount shall be reduced to five per cent (5%)

of the Contract Price when the Employer's Agent has issued a Certificate of Completion [5.14.4] and to zero per cent (0%) in the Final Payment Certificate [6.10.9] or

6.2.2.2 Terminate this Contract in terms of Clause 5.3.2 as read with Clause 9.2.1.3.2.

6.2.3 If the Contractor is to provide a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Final Approval Certificate is issued. The performance guarantee shall specify an expiry date, and if the Contractor has not become entitled to receive the Final Approval Certificate of the Works by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the performance guarantee until such time that work have been completed and any defects have been remedied.

6.7 Measurement of the Works

6.7.3.1 The Construction Manager identified in terms of Clause 4.12.2 will attend to assist the Employer's Agent in making such measurement, or to make such measurement in the presence of the Employer's Agent. Should the Construction Manager fail to attend, Clause 6.7.4.2 will apply.

6.8 Adjustment in rates and/or prices

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 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 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.

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:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20

b = 0,25

c = 0,50

d = 0,05

The base month is the eleventh month after the Commencement Date of the Contract.

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

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

6.10 Payment

6.10.1 With regard to all amounts that become due to the Contractor in respect of the matters set out in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3, 6.10.1.4, and 6.10.1.5 below, the Contractor shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers to be due to him (in such form and on such date as may be agreed between the Contractor and the Employer's Agent, or failing agreement, as the Employer's Agent may require) and the Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor or the Employer, taking into account the following:

- 6.10.1.5 The value up to the percentage limit stated in the Contract Data of Plant and materials referred to in Clause 6.9.1 not yet built into the Permanent Works. No payment will be made for any Plant and/or materials off site, except if expressly agreed otherwise;

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.

- 6.10.4 The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Employer's Agent of the Contractor's said statement. The Employer's Agent shall not be relieved from its responsibility to issue a payment certificate whether or not the Contractor submits the said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer or the Contractor, as the case may be, shall pay the amount due to the other within 28 days of receipt by the Employer and the Contractor of the payment certificate signed by the Employer's Agent. Payment shall be subject to the Contractor or the Employer, as the case may be, submitting a tax invoice, if required by law, to the other party for the amount due.
- 6.10.8 Within 14 days of the date of the Certificate of Completion, the Contractor shall deliver to the Employer's Agent a completion statement showing the value of work done in respect of which a Certificate of Completion has been issued and shall supply such further information as the Employer's Agent may reasonably require. The Contractor shall not be entitled to any payment in respect of any matter which has not been included in such completion statement save as provided for in Clauses 5.14, 7.7 and 7.8 in respect of work executed during the Defects Liability Period and/or Clauses 10.3 to 10.11 in respect of any dispute. The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate in respect of the completion referred to above within 14 days of the receipt by the Employer's Agent of the Contractor's said statement, and the Employer or the Contractor, as the case may be, shall pay the amount due to the other party within 28 days after receipt by the Employer and the Contractor of the payment certificate signed by the Employer's Agent.
- 6.10.9 Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor or the Employer, as the case may be, within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

8.6 Insurances

- 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 No. 130 of 1993.
 - (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (c) 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.

9.2 Termination by Employer

- 9.2.1.3.2 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation, or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or
- 9.2.1.3.6 Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, *inter alia* to comply with any instruction under Clause 4.2; or

10.1 Contractor's Claim

- 10.1.1 The following provisions shall apply to any claim by the Contractor for an extension of time for Practical Completion of the Works in terms of Clause 5.12, or in terms of any Clause that refers to Clause 10.1 for additional payment or compensation:
 - 10.1.1.1 The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:
 - 10.1.1.1.1 The particulars of the circumstance, event, act or omission giving rise to the claim concerned,
 - 10.1.1.1.2 The provisions of the Contract on which he bases the claim
 - 10.1.1.1.3 The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an Approved Programme, indicating the delay on Practical Completion, and
 - 10.1.1.1.4 The amount of money claimed and the basis of calculation thereof.
 - 10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.1 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:
 - 10.1.1.2.1 within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and
 - 10.1.1.2.2 As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with.
 - 10.1.1.3 If the circumstance, event, act or omission relating to the claim are of an ongoing nature:
 - 10.1.1.3.1 the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1
 - 10.1.1.3.2 The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.
- 10.1.2 The Contractor shall issue an early warning notifying to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could:
 - 10.1.2.1 Increase the Contract Prices,
 - 10.1.2.2 Delay Practical Completion, or
 - 10.1.2.3 Impact on the quality or
 - 10.1.2.4 Impair the performance of the Works in use
- 10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause.
- 10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date

shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim.

Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice.

- 10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1, give effect to Clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim referring specifically to this Clause. The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor the next payment certificate. Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused;

Provided that:

- 10.1.5.1 The said period of 28 days may be extended if so agreed between the Contractor and the Employer's Agent prior to the expiry of such 28 days, and
- 10.1.5.2 Any amount that has been established to the satisfaction of the Employer's Agent, before his ruling on the whole claim, shall be included to the credit of the Contractor in the next payment certificate.
- 10.3.1 Any dispute of whatsoever nature arising out of this Contract concerning any of the rights and/or obligations of any party thereto, either during the currency of the Contract or after the completion thereof, including any dispute as to the validity of the Contract, shall be referred to adjudication in terms of Clause 10.5. The Contractor or the Employer, hereinafter referred to as "the parties", may deliver to the other a written notice, hereinafter referred to as a "Dispute Notice", of any dispute arising out of or in connection with the Contract;
- 10.10.1 Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.
- 10.10.3 The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.

1.2.2 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:

	CL No	
Defects liability period	1.1.1.13	12 calendar months
Time for achieving practical completion	1.1.1.14	4 months – inclusive of the 14 day period referred to in Clause 5.3.2 and inclusive of non-working days referred to in Clause 5.8.1, but exclusive of special non-working days.
Name of Employer	1.1.1.15	Langeberg Municipality
Name of Employers Agent	1.1.1.16	N/A
Address, telephone and fax number of Employers Agent	1.2.1.2	N/A
Address, telephone and fax number of Employer	1.2.1.2	28 Main Road, Asthon, (tel) 023 615 8000, (fax) 023 615 1563
The Pricing Strategy	1.1.1.26	Re-measurement Contract
Health and Safety Plan	5.3.1	Within 7 days after Commencement Date
Initial programme	5.3.1	Within 14 days after Commencement Date
The agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (no. 85 of 1993) and the Construction Regulations Promulgated there under must be signed	5.3.1	Within 14 days after Commencement Date
Time within which Performance Guarantee (Security) must be provided	5.3.1	Within 14 days after Commencement Date
Time within which Insurance must be provided	5.3.1	Within 14 days after Commencement Date
Letter of Good Standing from the Compensation Commissioner	5.3.1	Within 14 days after Commencement Date
Time to submit documentation before commencement of the Works is	5.3.2	14 days
Non-working days	5.8.1	The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing as published by SAFCEC The following conditions apply: a) No work allowed after 18:00 on weekdays. b) Working times for Saturdays are 08:00 - 14:00. c) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC. d) Approval for work outside of normal working hours to be obtained from Employer. Penalty for the transgression of above conditions is R 5000/transgression.
Special non-working hours/days	5.8.1	The SAFCEC recommended industry shutdown period in December and January. All statutory holidays.

Amount of penalty for delay	5.13.1	R 12 000 per day
The requirements for achieving Practical Completions are	5.14.1	All payment items in the bill of quantities must be incorporated into the Works or as determined by the Employer's Agent.
Latent defect period beyond the date of final Approval Certificate	5.16.3	10 Years
The Security provided by the Contractor	6.2.1	Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works
The percentage allowance on the net cost of materials actually used in the completed works is	6.5.1.2.3	5%
Percentage advance on materials not yet built into the Permanent Works is	6.10.1.5	80% of value of materials on site or value of the MOS Guarantee submitted and approved, whichever is the lesser amount. Proof of payment for material must be submitted (before the MOS will be certified) of alternative a MOS guarantee may be provided (at the Contractors cost).
Limit of retention money	6.10.3	Ten percent (10%) of the contract sum
The value of Plant and materials supplied by the Employer to be included in the insurance sum is	8.6.1.1.2	Not Required
The amount to cover professional fees for the repairing damage and loss to be included in the Insurance sum	8.6.1.1.3	15% of the Contract Sum
Limit of indemnity or liability insurance required	8.6.1.3	R 10 000 000-00 for any single claim and the number of claims to be unlimited during the construction defects liability period
Dispute resolution	10.5.1	Ad Hoc Adjudication
The number of Adjudication Board Members to be appointed is	10.5.3	One

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical : Postal :
Address Address

.....

.....

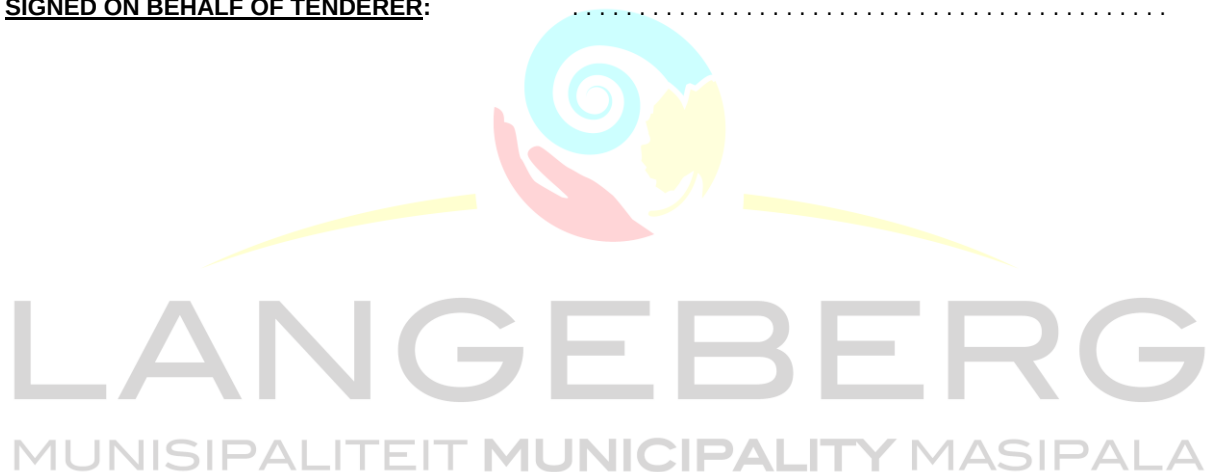
.....

.....

Telephone : Fax:

email :

SIGNED ON BEHALF OF TENDERER:



C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: Langeberg Municipality

"Contractor" means:

"Engineer" means:

"Works" means: **CONTRACT NO. T40/2020: UPGRADING AND REHABILITATION OF WATER NETWORKS; ASHTON, BONNIEVALE, ROBERTSON AND MONTAGU**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

"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 Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer 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 issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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 Engineer 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. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. 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.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. 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.
13. 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.

14. 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 1 February 2011) approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Imperial Bank Ltd.
Industrial Development Corporation of South Africa
Infrastructure Finance Corporation
Investec Bank Ltd.
Land & Agricultural Bank of SA
Mercantile Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.
SA Bank of Athens

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Auto & General
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Etana Insurance Company Ltd.
Guardrisk Insurance Co.
Home Loan Guarantee Co.
Lion of Africa Insurance Co.
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renosa Insurance Company Ltd.
Zurich Insurance Co.



C1.4 Occupational Health and Safety Agreement

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

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 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 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 appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
LANGE BERG MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data

	Pages
C2.1 Pricing Instructions.....	92 – 93
C2.2 Bill / Schedule of Quantities	94- 129



C2.1 Pricing Instructions

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

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

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

Unit:	The unit of measurement for each item of work as defined in the SANS 1200 and/or Project Specifications
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
8. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work. The description may also contain the relevant specification for the specific item to be priced.

9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standardised Specification for Civil engineering Construction SANS 1200, if applicable.

10. **A price or rate shall be entered against each item in the Bill / Schedule of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

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

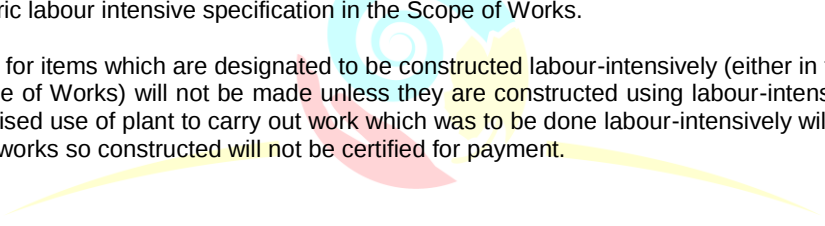
No unauthorized amendment shall be made to the Schedule of Rates / Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates / Bill of Quantities is not properly completed, the tender will be rejected.

11. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.

12. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.



LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

C2.2 Bill of Quantities

CONTENTS

BILLS / SCHEDULES OF QUANTITIES

A: Preliminary and General

B: Robertson

C: Bonneivale

D: Ashton

E: Montagu



T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 A	PRELIMINARY AND GENERAL				
A.1.1	PS 8.3	Fixed charge and value related items				
A.1.1.1	PS A 8.3.1	Fixed preliminary and general charges	Sum	1		
A.1.1.2	PS A 8.3.2	Value related preliminary and general charges	Sum	1		
A.1.3	PS A 8.4	Scheduled Time-related Items				
A.1.3.1	PS A 8.4.1	Time related preliminary and general charges	Sum	1		
A.1.4	PS A 8.6	Prime Cost Sums				
A.1.4.1		Additional testing of materials required by Engineer				
A.1.4.1.1		a) Cost of testing	Prov Sum	1	R20 000.00	R20 000.00
A.1.4.1.2		b) Charge required by Contractor on item a) above	%	20 000		
A.1.4.2		Additional survey works required by Engineer				
A.1.4.2.1		a) Cost of survey works	Prov Sum	1	R10 000.00	R10 000.00
A.1.4.2.2		b) Charge required by Contractor on item a) above	%	10 000		
A.1.4.3		Principal Agent OHSA compliance				
A.1.4.3.1		a) Cost of Principal Agent OHSA compliance	Prov Sum	1	R45 000.00	R45 000.00
A.1.4.3.2		b) Charge required by Contractor on item a)	%	45000		
A.1.4.4		Bridge crossing Bonnievale				
A.1.4.4.1		a) Cost of Bridge crossing Bonnievale	Prov Sum	1	R200 000.00	R200 000.00
A.1.4.4.2		b) Charge required by Contractor on item a)	%	200000		
A.1.5	PS A 8.7	Day Works				
		Note:				
		i) All rates to be Gross (Mark-up included)				
		ii) The tenderer must state the capacity of the plant that this rate is based on.				
		iii) Dayworks rates will apply irrespective of the percentage increase in quantities.				
TOTAL CARRIED FORWARD						

T40/2020**UPGRADING AND REHABILITATION OF THE WATER NETWORKS****LANGEBERG MUNICIPALITY****SECTION A: PRELIMINARY AND GENERAL**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
A1.5.1		Plant				
A1.5.1.1		Excavators: 58 kW min (TLB)	hr	1		Rate only
A1.5.1.2		93 KW min	hr	1		Rate only
A1.5.1.3		Grader (12700 – 14999 kg)	hr	1		Rate only
A1.5.1.4		Front-end loader (2 m ³ bucket min)	hr	1		Rate only
A1.5.1.5		Flat steel roller (10 – 12 tons)	hr	1		Rate only
A1.5.1.6		Compactor (pan)	hr	1		Rate only
A1.5.1.7		Water cart (9000 ltr)	hr	1		Rate only
A1.5.1.8		Pumps: Centrifugal 50 mm	hr	1		Rate only
A1.5.1.9		Trucks: 3 ton	hr	1		Rate only
A1.5.1.10		tip-up (10m ³)	hr	1		Rate only
A1.5.1.11		Concrete mixer (10/7)	hr	1		Rate only
A1.5.1.12		LDV (1 ton)	hr	1		Rate only
A1.5.2		Labour				
A1.5.2.1		Site foreman	hr	1		Rate only
A1.5.2.2		Supervisor	hr	1		Rate only
A1.5.2.3		Artisan	hr	1		Rate only
A1.5.2.4		Operator	hr	1		Rate only
A1.5.2.5		Gang boss	hr	1		Rate only
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT		UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
A1.5.2.6		Leading hand	hr	1		Rate only
A1.5.2.7		Labourer	hr	1		Rate only
A1.5.3		Materials				
A1.5.3.1		Cement 42.5N	50kg Bags	1		Rate only
A1.5.3.2		Building sand	m ³	1		Rate only
A1.5.3.3		Crushed stone (19 mm)	m ³	1		Rate only
A1.5.3.4		Bricks (ROK's)	1000	1		Rate only
A1.5.4	8.8	Temporary Works				
A1.5.4.1	PS A8.8.2	Dealing with Traffic (or accomodation of traffic)	Sum	1		
A1.5.4.2	PS A8.8.4.2	Excavation by hand in all material to expose existing services	m ³	300		
A1.5.4.3	PS A8.8.7	Dealing with water				
A1.5.4.4		a) Dealing with subsurface water	Sum	1		
A1.5.4.5		b) Dealing with surface water	Sum	1		
A1.5.4.6	PS A8.9	Wayleaves	Sum	1		
A1.5.4.7	PS A8.10	Comply with Health and Safety Requirements				
A1.5.4.8		Medical Certificate of fitness of personnel	No	50		
A1.5.4.9		Personal Protective Equipmant (PPE)	No	50		
A1.5.4.10	PS A8.12	Project Nameboard	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B1	SABS 1200C	SITE CLEARANCE				
B1.1	8.2	Clear and Grub				
B1.2	8.2.2	Remove and grub large trees and tree stumps of girth				
B1.2.1		a) over 1m and up to an including 2m	No	1		
B1.2.2		b) over 2m and up to and including 3m	No	1		Rate only
B1.3	PS C 8.2.13	Raise or lower existing manholes with up to 300mm	No	1		
B1.4	PS C 8.2.12	Remove existing kerbs, spoil and replace with new kerbs:				
B1.4.1		BK2 1m on straight or radius larger than 20m	m	20		
B1.4.2		BK2 small on radius smaller than 20m	m	51		
B1.4.3		CK5 1m on straight or radius larger than 20m	m	10		
B1.4.4		CK5 small on radius smaller than 20m	m	10		
B1.4.5		C1 1m on straight or radius larger than 20m	m	20		
B1.4.6		C1 small on radius smaller than 20m	m	51		
B1.5		Remove existing asphalt and spoil at licenced dumping site	m ²	150		
B.2	SABS 1200DB	EARTH WORKS (PIPE TRENCHES)				
B.2.1	PS DB 8.3.2	a) Excavate in all materials for trenches, backfill, compact, and dispose of surplus material				
		For pipes with nominal diam up to 375mm				
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Over and Up to				
B2.1.1		0.0m 1.0m	m	2 550		
B2.1.2		1.1m 1.5m	m	150		
B2.1.3		1.51m 2.0m	m	50		
B2.2	8.3.2	b) Extra-over item (a) above for:				
B2.2.1		Hard rock excavation	m ³	150		
B2.3	8.3.3	Excavation Ancillaries				
B2.3.1	PS 8.3.3.3	Compaction under road surface	m ³	300		
B2.4		Existing services				
B2.4.1	PS DB 8.3.5	a) Services that intersect a trench				
B2.4.1.1		Sewer	No	47		
B2.4.1.2		Water Main	No	12		
B2.4.1.3		Stormwater	No	4		
B2.4.1.4		Overhead power line	No	5		
B2.4.1.5		Electrical cable	No	16		
B2.4.1.6		Sewer house connection	No	40		
B2.4.1.7		Water house connection	No	100		
B2.4.1.8		Kerbs	No	40		
B2.4.1.9		Road signage	No	4		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B2.4.2	PS 8.3.5	b) Services that adjoin a trench				
B2.4.2.1		Electrical cables	m	200		
B2.4.2.2		Water main	m	500		
B2.4.2.3		Sewer main	m	200		
B2.4.2.4		Stormwater	m	45		
B2.5	PS DB 8.3.6.1	Reinstate road surfaces complete with all courses sourced from commercial sources as per detail.	m ²	1 000		
B2.6	PS DB 8.3.6.2	Extra - over PS DB 8.3.6.1 for imported material	m ³	150		
B2.7	PS DB 8.3.9	Saw-cutting of existing premix	m	324		
B.3	SABS 1200L	MEDIUM-PRESSURE PIPE LINES				
B3.1	8.2.1	Supply, lay and bed pipes (class C bedding), joint as specified, test and disinfect spigot and socket pipe for:				
B3.1.1		50mm dia class 9	m	1		Rate only
B3.1.2		75mm dia class 9	m	800		
B3.1.3		110mm dia class 9	m	665		
B3.1.4		160mm dia class 9	m	1300		
B3.1.5		200mm dia class 9	m	1		Rate only
B3.1.6		200mm dia class 12	m	1		Rate only
B3.2	8.2.2	Extra-over 8.2.1 for the supplying, Laying and bedding of specials complete with coupling:				
		uPVC CI12 bends				
B3.2.1		50mm dia CL9 x 11.25°	No	1		Rate only
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B3.2.2		50mm dia CL9 x 22.5°	No	1		Rate only
B3.2.3		50mm dia CL9 x 45°	No	1		Rate only
B3.2.4		50mm dia CL9 x 90°	No	1		Rate only
B3.2.5		75mm dia CL9 x 11.25°	No	4		
B3.2.6		75mm dia CL9 x 22.5°	No	2		
B3.2.7		75mm dia CL9 x 45°	No	1		
B3.2.8		75mm dia CL9 x 90°	No	6		
B3.2.9		110mm dia CL9 x 11.25°	No	4		
B3.2.10		110mm dia CL9 x 22.5°	No	2		
B3.2.11		110mm dia CL9 x 45°	No	2		
B3.2.12		110mm dia CL9 x 90°	No	4		
B3.2.13		160mm dia CL9 x 11.25°	No	4		
B3.2.14		160mm dia CL9 x 22.5°	No	1		
B3.2.15		160mm dia CL9 x 45°	No	2		
B3.2.16		160mm dia CL9 x 90°	No	6		
B3.2.17		200mm dia CL9 x 11.25°	No	1		Rate only
B3.2.18		200mm dia CL9 x 22.5°	No	1		Rate only
B3.2.19		200mm dia CL9 x 45°	No	1		Rate only
B3.2.20		200mm dia CL9 x 90°	No	1		Rate only
B3.2.21		200mm dia CL12 x 11.25°	No	1		Rate only
B3.2.22		200mm dia CL12 x 22.5°	No	1		Rate only
B3.2.23		200mm dia CL12x 45°	No	1		Rate only
B3.2.24		200mm dia CL12x 90°	No	1		Rate only
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Cast Iron Reducers				
B3.2.25		75mm x 50mm dia	No			
B3.2.26		110mm x 75mm dia	No			
B3.2.27		160mm x 75mm dia	No	1		
B3.2.28		160mm x 110mm dia	No			
B3.2.29		200mm x 150mm dia	No			
B3.2.30		200mm x 160mm dia	No			
		Cast Iron T				
B3.2.31		75 x 75 x 75mm	No	4		
B3.2.32		110 x 160 x 150mm	No	1		
B3.2.33		100 x 110 x 100mm	No	1		
B3.2.34		150 x 100 x 110mm	No	1		
B3.2.35		75 x 100x 110mm	No	1		
B3.2.36		75 x 160 x 75mm	No	1		
B3.2.37		160 x 50 x 160mm	No	2		
B3.2.38		160 x 150 x 160mm	No	3		
B3.2.39		160 x 75 x 160mm	No	2		
		AC/PVC ADAPTORS	No			
B3.2.40		50mm dia	No	1		
B3.2.41		75mm dia	No	1		
B3.2.42		110mm dia	No	1		
B3.2.43		160mm dia	No	1		
B3.2.44		200mm dia	No	1		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B3.3	8.2.3	Extra-over 8.2.1 for the supplying, fixing and bedding of AVK Ductile Iron RSV Valves for uPVC Pipes:				
B3.3.1		50mm diameter	No	1		Rate only
B3.3.2		75mm diameter	No	1		
B3.3.3		110mm diameter	No	2		
B3.3.4		160mm diameter	No	4		
B3.3.5		200mm diameter	No	1		Rate only
B3.4		Extra-over 8.2.1 for the supplying, fixing of Fire Hydrant Valve including flanged T-piece and extension piece to suit levels for pipe diameters:				
B3.4.1		75mm diameter	No	2		
B3.4.2		110mm diameter	No	2		
B3.4.3		160mm diameter	No	3		
B3.4.3		200mm diameter	No	1		Rate only
B3.5	8.2.11	Anchor/Thrust Bocks and Pedestals				
B3.5.1		Anchor/thrust blocks and and pedestals according to details 30 MPa concrete	m ³	4		
B3.6	8.2.13	Valve and Hydrant Chambers				
B3.6.1		Valve chamber to detail for depth 1.5m, for valves up to 200mm	No	7		
B3.6.2		Hydrants chamber to detail for depths 1.5m, for valves up to 160mm	No	7		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B3.7	8.2.14	Connecting to existing pipelines:				
B3.7.1		Connecting to existing pipeline - 75mm	No	2		
B3.7.2		Connecting to existing pipeline - 110mm	No	4		
B3.7.3		Connecting to existing pipeline - 150mm	No	4		
B3.7.4		Connecting to existing pipeline - 160mm	No	7		
B3.7.5		Connecting to existing pipeline - 200mm	No	3		
B4	SABS 1200LB	BEDDING (PIPES)				
B4.1	8.2.1	Provision of bedding from trench excavation				
B4.1.1		b) Selected fill material	m ³	1		Rate Only
B4.2	8.2.2	Supply only of bedding by importation				
B4.2.1		a) Selected granular material	m ³	1		Rate only
B4.2.2		b) Selected fill material	m ³	1		Rate only
B4.3	8.2.2.1	From other necessary excavations				
B4.3.1		a) Selected granular material	m ³	1		Rate only
B4.3.2		b) Selected fill material	m ³	1		Rate only
B4.4	8.2.2.2	Provide from borrow area				
B4.4.1		a) Selected granular material	m ³	1		Rate only
B4.5	8.2.2.3	Provide from commercial off-site sources				
B4.5.1		a) Selected granular material	m ³	880		
B4.5.2		b) Selected fill material	m ³	440		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION B : ROBERTSON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B5	SABS 1200LF	ERF CONNECTIONS (WATER)				
B5.1	PS LF 8.2.2	Erf connection complete with saddle, bends, reducers, 2 stopcocks, Polycop pipe work, bedding, 15mm meter and meter box for pipes 50mm to 160mm including connection to exiting house reticulation with 15mm polycop pipe up to 30m				
B5.1.1		Single connections with leading to 3m	No	18		
B5.1.2		Double connections with leading to 3m	No	66		
B5.1.3		Single connections with leading to 15m	No	16		
B5.1.4		Double connections with leading to 15m	No	42		
TOTAL CARRIED TO SUMMARY						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION C : BONNIEVALE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C1	SABS 1200C	SITE CLEARANCE				
C1.1	8.2	Clear and Grub				
C1.2	8.2.2	Remove and grub large trees and tree stumps of girth				
C1.2.1		a) over 1m and up to an including 2m	No	1		
C1.3	PS C 8.2.13	Raise or lower existing manholes with up to 300mm	No	1		
C1.4	PS C 8.2.12	Remove existing kerbs, spoil and replace with new kerbs:				
C1.4.1		BK2 1m on straight or radius larger than 20m	m	3		
C1.4.2		BK2 small on radius smaller than 20m	m	12		
C1.4.3		CK5 1m on straight or radius larger than 20m	m	3		
C1.4.4		CK5 small on radius smaller than 20m	m	12		
C1.4.5		C1 1m on straight or radius larger than 20m	m	3		
C1.4.6		C1 small on radius smaller than 20m	m	3		
C1.5		Remove existing asphalt and spoil at licenced dumping site	m ²	150		
C.2	SABS 1200DB	EARTH WORKS (PIPE TRENCHES)				
C2.1	PS DB 8.3.2	a) Excavate in all materials for trenches, backfill, compact, and dispose of surplus material				
		For pipes with nominal diam up to 375mm				
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION C : BONNIEVALE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Over and Up to				
C2.1.1		0.0m 1.0m	m	1 900		
C2.1.2		1.1m 1.5m	m	150		
C2.1.3		1.51m 2.0m	m	50		
C2.2	8.3.2	b) Extra-over item (a) above for:				
C2.2.1		Hard rock excavation	m ³	100		
C2.3	8.3.3	Excavation Ancillaries				
C2.3.1	PS 8.3.3.3	Compaction under road surface	m ³	60		
C2.4		Existing services				
C.2.4.1	PS DB 8.3.5	a) Services that intersect a trench				
C2.4.1.1		Sewer	No	10		
C2.4.1.2		Water Main	No	12		
C2.4.1.3		Stormwater	No	1		
C2.4.1.4		Overhead power line	No	2		
C2.4.1.5		Electrical cable	No	3		
C2.4.1.6		Sewer house connection	No	12		
C2.4.1.7		Water house connection	No	22		
C2.4.1.8		Kerbs	No	10		
C2.4.1.9		Road signage	No	2		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION C : BONNIEVALE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
C3.2.2		50mm dia CL9 x 22.5°	No			Rate only
C3.2.3		50mm dia CL9 x 45°	No			Rate only
C3.2.4		50mm dia CL9 x 90°	No			Rate only
C3.2.5		75mm dia CL9 x 90°	No	1		Rate only
C3.2.6		125mm dia CL9 x 11.25°	No	1		Rate only
C3.2.7		125mm dia CL9 x 22.5°	No	1		Rate only
C3.2.8		125mm dia CL9 x 45°	No	1		Rate only
C3.2.9		125mm dia CL9 x 90°	No	1		Rate only
C3.2.10		160mm dia CL9 x 11.25°	No			Rate only
C3.2.11		160mm dia CL9 x 22.5°	No			Rate only
C3.2.12		160mm dia CL9 x 45°	No			Rate only
C3.2.13		160mm dia CL9 x 90°	No			Rate only
C3.2.14		250mm dia CL9 x 11.25°	No	2		
C3.2.15		250mm dia CL9 x 22.5°	No	2		
C3.2.16		250mm dia CL9 x 45°	No	3		
C3.2.17		250mm dia CL9 x 90°	No	1		
C3.2.18		200mm dia CL12 x 11.25°	No			Rate only
C3.2.19		200mm dia CL12 x 22.5°	No			Rate only
C3.2.20		200mm dia CL12x 45°	No			Rate only
C3.2.21		200mm dia CL12x 90°	No			Rate only
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION C : BONNIEVALE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Cast Iron Reducers				
C3.2.22		75mm x 50mm dia	No	1		Rate only
C3.2.23		110mm x 75mm dia	No	1		Rate only
C3.2.24		150mm x 110mm dia	No	1		Rate only
C3.2.25		160mm x 110mm dia	No	1		Rate only
C3.2.26		200mm x 150mm dia	No	1		Rate only
C3.2.27		200mm x 160mm dia	No	1		Rate only
		Cast Iron T				
C3.2.28		50 x 50 x 75mm	No	1		
C3.2.29		75 x 50 x 50mm	No	1		
C3.2.30		75 x 75 x 75mm	No	1		
C3.2.31		110 x 50 x 110mm	No	1		
C3.2.32		200 x 250 x 200mm	No	1		
		AC/PVC ADAPTORS	No			
C3.2.33		50mm dia	No	1		
C3.2.34		75mm dia	No	1		
C3.2.35		110mm dia	No	1		
C3.2.36		160mm dia	No	1		
C3.2.37		200mm dia	No	1		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION C : BONNIEVALE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
C3.3	8.2.3	Extra-over 8.2.1 for the supplying, fixing and bedding of AVK Ductile Iron RSV Valves for uPVC Pipes:				
C3.3.1		50mm diameter	No	1		
C3.3.2		75mm diameter	No	2		
C3.3.3		110mm diameter	No	1		Rate only
C3.3.4		160mm diameter	No	1		Rate only
C3.3.5		200mm diameter	No	2		
C3.4		Extra-over 8.2.1 for the supplying, fixing of Fire Hydrant Valve including flanged T-piece and extension piece to suit levels for pipe diameters:				
C3.4.1		75mm diameter	No	3		
C3.4.2		110mm diameter	No	1		Rate only
C3.4.3		160mm diameter	No	1		Rate only
C3.4.4		200mm diameter	No	1		
C3.5	8.2.11	Anchor/Thrust Bocks and Pedestals				
C3.5.1		Anchor/thrust blocks and and pedestals according to details 30 MPa concrete	m ³	20		
C3.6	8.2.13	Valve and Hydrant Chambers				
C3.6.1		Valve chamber to detail for depth 1.5m, for valves up to 200mm	No	5		
C3.6.2		Hydrants chamber to detail for depths 1.5m, for valves up to 160mm	No	4		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION C : BONNIEVALE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
C3.7	8.2.14	Connecting to existing pipelines:				
C3.7.1		Connecting to existing pipeline - 75mm	No	4		
C3.7.2		Connecting to existing pipeline - 110mm	No	2		
C3.7.3		Connecting to existing pipeline - 150mm	No	1		Rate only
C3.7.4		Connecting to existing pipeline - 160mm	No	1		Rate only
C3.7.5		Connecting to existing pipeline - 200mm	No	4		
C4	SABS 1200LB	BEDDING (PIPES)				
C4.1	8.2.1	Provision of bedding from trench excavation				
C4.1.1		b) Selected fill material	m ³	1		Rate Only
C4.2	8.2.2	Supply only of bedding by importation				
C4.2.1		a) Selected granular material	m ³	1		Rate only
C4.2.2		b) Selected fill material	m ³	1		Rate only
C4.3	8.2.2.1	From other necessary excavations				
C4.3.1		a) Selected granular material	m ³	1		Rate only
C4.3.2		b) Selected fill material	m ³	1		Rate only
C4.4	8.2.2.2	Provide from borrow area				
C4.4.1		a) Selected granular material	m ³	1		Rate only
C4.5	8.2.2.3	Provide from commercial off-site sources				
C4.5.1		a) Selected granular material	m ³	1 100		
C4.5.2		b) Selected fill material	m ³	400		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION C : BONNIEVALE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
C5	SABS 1200LF	ERF CONNECTIONS (WATER)				
C5.1	PS LF 8.2.2	Erf connection complete with saddle, bends, reducers, 2 stopcocks, Polycop pipe work, bedding, 15mm meter and meter box for pipes 50mm to 160mm including connection to exiting house reticulation with 15mm polycop pipe up to 30m				
C5.1.1		Single connections with leading to 3m	No	14		
C5.1.2		Double connections with leading to 3m	No	13		
C5.1.3		Single connections with leading to 15m	No	12		
C5.1.4		Double connections with leading to 15m	No	21		
TOTAL CARRIED TO SUMMARY						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D1	SABS 1200C	SITE CLEARANCE				
D1.1	8.2	Clear and Grub				
D1.2	8.2.2	Remove and grub large trees and tree stumps of girth				
D1.2.1		a) over 1m and up to an including 2m	No	1		
D1.2.2		b) over 2m and up to and including 3m	No			
D1.3	PS C 8.2.13	Raise or lower existing manholes with up to 300mm	No	2		
D1.4	PS C 8.2.12	Remove existing kerbs, spoil and replace with new kerbs:				
D1.4.1		BK2 1m on straight or radius larger than 20m	m	6		
D1.4.2		BK2 small on radius smaller than 20m	m	30		
D1.4.3		CK5 1m on straight or radius larger than 20m	m	4		
D1.4.4		CK5 small on radius smaller than 20m	m	4		
D1.4.5		C1 1m on straight or radius larger than 20m	m	6		
D1.4.6		C1 small on radius smaller than 20m	m	30		
D1.5		Remove existng asphalt and spoil at licenced dumping site	m ²	45		
D.2	SABS 1200DB	EARTH WORKS (PIPE TRENCHES)				
D2.1	PS DB 8.3.2	a) Excavate in all materials for trenches, backfill, compact, and dispose of surplus material				
		For pipes with nominal diam up to 375mm				
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Over and Up to				
D2.1.1		0.0m 1.0m	m	1 900		
D2.1.2		1.1m 1.5m	m	100		
D2.1.3		1.51m 2.0m	m	50		
D2.2	8.3.2	b) Extra-over item (a) above for:				
D2.2.1		Hard rock excavation	m ³	100		
D2.3	8.3.3	Excavation Ancillaries				
D2.3.1	PS 8.3.3.3	Compaction under road surface	m ³	150		
D2.4		Existing services				
D2.4.1	PS DB 8.3.5	a) Services that intersect a trench				
D2.4.1.1		Sewer	No	25		
D2.4.1.2		Water Main	No	12		
D2.4.1.3		Stormwater	No	4		
D2.4.1.4		Overhead power line	No	8		
D2.4.1.5		Electrical cable	No	25		
D2.4.1.6		Sewer house connection	No	40		
D2.4.1.7		Water house connection	No	59		
D2.4.1.8		Kerbs	No	18		
D2.4.1.9		Road signage	No	3		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D2.4.2	PS 8.3.5	b) Services that adjoin a trench				
D2.4.2.1		Electrical cables	m	80		
D2.4.2.2		Water main	m	90		
D2.4.2.3		Sewer main	m	25		
D2.4.2.3		Stormwater	m	13		
D2.5	PS DB 8.3.6.1	Reinstate road surfaces complete with all courses sourced from commercial sources as per detail.	m ²	350		
D2.6	PS DB 8.3.6.2	Extra - over PS DB 8.3.6.1 for imported material	m ³	150		
D2.7	PS DB 8.3.9	Saw-cutting of existing premix	m	300		
D.3	SABS 1200L	MEDIUM-PRESSURE PIPE LINES				
D3.1	8.2.1	Supply, lay and bed pipes (class C bedding), joint as specified, test and disinfect spigot and socket pipe for:				
D3.1.1		50mm dia class 9	m	1		Rate only
D3.1.2		75mm dia class 9	m	1800		
D3.1.3		110mm dia class 9	m	200		
D3.1.4		160mm dia class 9	m	1		Rate only
D3.1.5		200mm dia class 9	m	1		Rate only
D3.1.6		200mm dia class 12	m	1		Rate only
D3.2	8.2.2	Extra-over 8.2.1 for the supplying, Laying and bedding of specials complete with coupling:				
		uPVC CI12 bends				
D3.2.1		50mm dia CL9 x 11.25°	No	1		Rate only
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D3.2.2		50mm dia CL9 x 22.5°	No	1		Rate only
D3.2.3		50mm dia CL9 x 45°	No	1		Rate only
D3.2.4		50mm dia CL9 x 90°	No	1		Rate only
D3.2.5		75mm dia CL9 x 11.25°	No	1		
D3.2.6		75mm dia CL9 x 22.5°	No	6		
D3.2.7		75mm dia CL9 x 45°	No	11		
D3.2.8		75mm dia CL9 x 90°	No	2		
D3.2.9		110mm dia CL9 x 11.25°	No	1		
D3.2.10		110mm dia CL9 x 22.5°	No	2		
D3.2.11		110mm dia CL9 x 45°	No	2		
D3.2.12		110mm dia CL9 x 90°	No	2		
D3.2.13		160mm dia CL9 x 11.25°	No	1		Rate only
D3.2.14		160mm dia CL9 x 22.5°	No	1		Rate only
D3.2.15		160mm dia CL9 x 45°	No	1		Rate only
D3.2.16		160mm dia CL9 x 90°	No	1		Rate only
D3.2.17		200mm dia CL9 x 11.25°	No			Rate only
D3.2.18		200mm dia CL9 x 22.5°	No			Rate only
D3.2.19		200mm dia CL9 x 45°	No			Rate only
D3.2.20		200mm dia CL9 x 90°	No			Rate only
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Cast Iron Reducers				
D3.2.21		75mm x 50mm dia	No	1		
D3.2.22		110mm x 75mm dia	No	1		
D3.2.23		150mm x 110mm dia	No	1		
D3.2.24		160mm x 110mm dia	No	1		
D3.2.25		200mm x 150mm dia	No	1		
D3.2.26		200mm x 160mm dia	No	1		
		Cast Iron T				
D3.2.27		50 x 75 x 50mm	No	1		
D3.2.28		75 x 75 x 75mm	No	16		
D3.2.29		150 x 110 x 150mm	No	2		
		AC/PVC ADAPTORS				
D3.2.30		50mm dia	No	1		
D3.2.31		75mm dia	No	1		
D3.2.32		110mm dia	No	1		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D3.3	8.2.3	Extra-over 8.2.1 for the supplying, fixing and bedding of AVK Ductile Iron RSV Valves for uPVC Pipes:				
D3.3.1		75mm diameter	No	12		
D3.3.2		110mm diameter	No	1		
D3.4		Extra-over 8.2.1 for the supplying, fixing of Fire Hydrant Valve including flanged T-piece and extension piece to suit levels for pipe diameters:				
D3.4.1		75mm diameter	No	8		
D3.4.2		110mm diameter	No	1		
D3.5	8.2.11	Anchor/Thrust Bocks and Pedestals				
D3.5.1		Anchor/thrust blocks and and pedestals according to details 30 MPa concrete	m ³	25		
D3.6	8.2.13	Valve and Hydrant Chambers				
D3.6.1		Valve chamber to detail for depth 1.5m, for valves up to 200mm	No	13		
D3.6.2		Hydrants chamber to detail for depths 1.5m, for valves up to 160mm	No	9		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D3.7	8.2.14	Connecting to existing pipelines:				
D3.7.1		Connecting to existing pipeline - 75mm	No	14		
D3.7.2		Connecting to existing pipeline - 110mm	No	1		
D3.7.4		Connecting to existing pipeline - 150mm	No	2		
D4	SABS 1200LB	BEDDING (PIPES)				
D4.1	8.2.1	Provision of bedding from trench excavation				
D4.1.1		b) Selected fill material	m ³			Rate Only
D4.2	8.2.2	Supply only of bedding by importation				
D4.2.1		a) Selected granular material				Rate only
D4.2.2		b) Selected fill material				Rate only
D4.3	8.2.2.1	From other necessary excavations				
D4.3.1		a) Selected granular material	m ³			Rate only
D4.3.2		b) Selected fill material	m ³			Rate only
D4.4	8.2.2.2	Provide from borrow area				
D4.4.1		a) Selected granular material	m ³			Rate only
D4.5	8.2.2.3	Provide from commercial off-site sources				
D4.5.1		a) Selected granular material	m ³	650		
D4.5.2		b) Selected fill material	m ³	350		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION D : ASHTON

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D5	SABS 1200LF	ERF CONNECTIONS (WATER)				
D5.1	PS LF 8.2.2	Erf connection complete with saddle, bends, reducers, 2 stopcocks, Polycop pipe work, bedding, 15mm meter and meter box for pipes 50mm to 160mm including connection to exiting house reticulation with 15mm polycop pipe up to 30m				
D5.1.1		Single connections with leading to 3m	No	19		
D5.1.2		Double connections with leading to 3m	No	45		
D5.1.3		Single connections with leading to 15m	No	17		
D5.1.4		Double connections with leading to 15m	No	46		
TOTAL CARRIED TO SUMMARY						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION E : MONTAGU

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
E1	SABS 1200C	SITE CLEARANCE				
E1.1	8.2	Clear and Grub				
E1.2	8.2.2	Remove and grub large trees and tree stumps of girth				
E1.2.1		a) over 1m and up to an including 2m	No	2		
E1.3	PS C 8.2.13	Raise or lower existing manholes with up to 300mm	No	2		
E1.4	PS C 8.2.12	Remove existing kerbs, spoil and replace with new kerbs:				
E1.4.1		BK2 1m on straight or radius larger than 20m	m	6		
E1.4.2		BK2 small on radius smaller than 20m	m	12		
E1.4.3		CK5 1m on straight or radius larger than 20m	m	4		
E1.4.4		CK5 small on radius smaller than 20m	m	4		
E1.4.5		C1 1m on straight or radius larger than 20m	m	6		
E1.4.6		C1 small on radius smaller than 20m	m	12		
E1.5		Remove existing asphalt and spoil at licenced dumping site	m ²	100		
E.2	SABS 1200DB	EARTH WORKS (PIPE TRENCHES)				
E.2.1	PS DB 8.3.2	a) Excavate in all materials for trenches, backfill, compact, and dispose of surplus material				
		For pipes with nominal diam up to 375mm				
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION E : MONTAGU

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		Over and Up to				
E2.1.1		0.0m 1.0m	m	650		
E2.1.2		1.1m 1.5m	m	30		
E2.1.3		1.51m 2.0m	m	20		
E2.2	8.3.2	b) Extra-over item (a) above for:				
E2.2.1		Hard rock excavation	m ³	100		
E2.3	8.3.3	Excavation Ancillaries				
E2.3.1	PS 8.3.3.3	Compaction under road surface	m ³	150		
E2.4		Existing services				
E2.4.1	PS DB 8.3.5	a) Services that intersect a trench				
E2.4.1.1		Sewer		8		
E2.4.1.2		Water Main		12		
E2.4.1.3		Stormwater		1		
E2.4.1.4		Overhead power line		2		
E2.4.1.5		Electrical cable		4		
E2.4.1.6		Sewer house connection		12		
E2.4.1.7		Water house connection		15		
E2.4.1.8		Kerbs		4		
E2.4.1.9		Road signage		2		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGE BERG MUNICIPALITY

SECTION E : MONTAGU

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
E2.4.2	PS 8.3.5	b) Services that adjoin a trench				
E2.4.2.1		Electrical cables	m	90		
E2.4.2.2		Water main	m	30		
E2.4.2.3		Sewer main	m	40		
E2.4.2.4		Stormwater	m	3		
E2.5	PS DB 8.3.6.1	Reinstate road surfaces complete with all courses sourced from commercial sources as per detail.	m ²	400		
E2.6	PS DB 8.3.6.2	Extra - over PS DB 8.3.6.1 for imported material	m ³	150		
E2.7	PS DB 8.3.9	Saw-cutting of existing premix	m	160		
E.3	SABS 1200L	MEDIUM-PRESSURE PIPE LINES				
E3.1	8.2.1	Supply, lay and bed pipes (class C bedding), joint as specified, test and disinfect spigot and socket pipe for:				
E3.1.1		75mm dia class 9	m			
E3.1.2		160mm dia class 9	m			
E3.1.3		200mm dia class 9	m			
E3.1.3		200mm dia class 12	m	1		Rate only
E3.2	8.2.2	Extra-over 8.2.1 for the supplying, Laying and bedding of specials complete with coupling: uPVC Cl12 bends				
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION E : MONTAGU

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
E3.2.1		50mm dia CL9 x 22.5°	No	1		
E3.2.2		50mm dia CL9 x 45°	No	1		Rate only
E3.2.3		50mm dia CL9 x 90°	No	1		Rate only
E3.2.4		75mm dia CL9 x 11.25°	No	1		Rate only
E3.2.5		75mm dia CL9 x 22.5°	No	1		Rate only
E3.2.6		75mm dia CL9 x 45°	No	1		Rate only
E3.2.7		75mm dia CL9 x 90°	No	1		Rate only
E3.2.8		200mm dia CL9 x 11.25°	No	1		Rate only
E3.2.9		200mm dia CL9 x 22.5°	No	1		Rate only
E3.2.10		200mm dia CL9 x 45°	No	1		Rate only
E3.2.11		200mm dia CL9 x 90°	No	1		Rate only
E3.2.12		200mm dia CL12 x 11.25°	No	1		Rate only
E3.2.13		200mm dia CL12 x 22.5°	No	1		Rate only
E3.2.14		200mm dia CL12x 45°	No	1		Rate only
E3.2.15		200mm dia CL12x 90°	No	1		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION E : MONTAGU

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		AC/PVC ADAPTORS	No			
E3.2.16		50mm dia	No			
E3.2.17		75mm dia	No	1		
E3.2.18		110mm dia	No			
E3.2.19		160mm dia	No			
E3.2.20		200mm dia	No	1		
E3.3	8.2.3	Extra-over 8.2.1 for the supplying, fixing and bedding of AVK Ductile Iron RSV Valves for uPVC Pipes:				
E3.3.1		75mm diameter	No	2		
E3.3.2		200mm diameter	No	1		
E3.4		Extra-over 8.2.1 for the supplying, fixing of Fire Hydrant Valve including flanged T-piece and extension piece to suit levels for pipe diameters:				
E3.4.1		75mm diameter	No	1		
E3.5	8.2.11	Anchor/Thrust Bocks and Pedestals				
E3.5.1		Anchor/thrust blocks and and pedestals according to details 30 MPa concrete	m³	6		
E3.6	8.2.13	Valve and Hydrant Chambers				
E3.6.1		Valve chamber to detail for depth 1.5m, for valves up to 200mm	No	3		
E3.6.2		Hydrants chamber to detail for depths 1.5m, for valves up to 160mm	No	1		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION E : MONTAGU

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
E3.7	8.2.14	Connecting to existing pipelines:				
E3.7.1		Connecting to existing pipeline - 75mm	No	2		
E3.7.2		Connecting to existing pipeline - 200mm	No	2		
E4	SABS 1200LB	BEDDING (PIPES)				
E4.1	8.2.1	Provision of bedding from trench excavation				
E4.1.1		b) Selected fill material	m ³			Rate Only
E4.2	8.2.2	Supply only of bedding by importation				
E4.2.1		a) Selected granular material				Rate only
E4.2.2		b) Selected fill material				Rate only
E4.3	8.2.2.1	From other necessary excavations				
E4.3.1		a) Selected granular material	m ³			Rate only
E4.3.2		b) Selected fill material	m ³			Rate only
E4.4	8.2.2.2	Provide from borrow area				
E4.4.1		a) Selected granular material	m ³			Rate only
E4.5	8.2.2.3	Provide from commercial off-site sources				
E4.5.1		a) Selected granular material	m ³	350		
E4.5.2		b) Selected fill material	m ³	150		
TOTAL CARRIED FORWARD						

T40/2020

UPGRADING AND REHABILITATION OF THE WATER NETWORKS

LANGEBERG MUNICIPALITY

SECTION E : MONTAGU

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
	SABS 1200LF	ERF CONNECTIONS (WATER)				
E5.1	PS LF 8.2.2	Erf connection complete with saddle, bends, reducers, 2 stopcocks, Polycop pipe work, bedding, 15mm meter and meter box for pipes 50mm to 160mm including connection to exiting house reticulation with 15mm polycop pipe up to 30m				
E5.1.1		Single connections with leading to 3m	No	12		
E5.1.2		Double connections with leading to 3m	No	18		
E5.2.3		Single connections with leading to 15m	No	12		
E5.2.4		Double connections with leading to 15m	No	16		
TOTAL CARRIED TO SUMMARY						

SUMMARY OF SCHEDULE(S) OF QUANTITIES

A: PRELIMINARY AND GENERAL	R
B: ROBERTSON	R
C: BONNIEVALE	R
D: ASHTON	R
E: MONTAGU	R

CALCULATION OF CONTRACT PRICE

F : TOTAL OF SCHEDULE(S) A + B + C + D + E	R
G : CONTINGENCIES (The sum provided is under the direct control of the Engineer and may be partially or totally excluded) (10% of TOTAL F above).....	R
H : CONTRACT PRICE ADJUSTMENT (The sum provided is in terms of Subclause 6.8.2 of the General Conditions of Contract)	RNIL
I : TOTAL (F + G + H)	R
J : TOTAL VALUE ADDED TAX (15%) ON I ABOVE	R
K : CONTRACT PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER (I + J)	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. T20/2018: UPGRADING AND REHABILITATION OF WATER NETWORKS; ASHTON, BONNIEVALE, ROBERTSON AND MONTAGU** has been based.

My/our total Contract Price for this work and above items (Total K) is (in words)

.....
.....

SIGNED ON BEHALF OF TENDERER:

Part C3: Scope of Work

C3.1 Description of the works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction – Works specifications



C3.1 Description of the Works

CONTENTS

1. EMPLOYER'S OBJECTIVES
2. OVERVIEW OF THE WORKS
3. EXTENT OF THE WORKS
4. CONSTRUCTION TIME PERIOD
5. CONTRACTOR'S CAMP SITE, POWER SUPPLY AND SERVICES
6. CONSTRUCTION IN CONFINED AREAS
7. WATER FOR CONSTRUCTION PURPOSES
8. FEATURES REQUIRING SPECIAL ATTENTION
9. ACCOMMODATION OF TRAFFIC
10. ENVIRONMENTAL REQUIREMENTS
11. LIMITED FUNDS

1 EMPLOYER'S OBJECTIVES

The Employers objective is to rehabilitate portions of the existing water networks found in build up residential areas and other as far possible by means of labour intensive construction methods in Robertson, Bonnievale, Ashton and Montagu.

It involves the rehabilitation and replacement of sections of the existing water network The total length of network to be rehabilitated and or replaced under this contract amounts to approximately 7.6km. This 7.6km is spread over four areas located in the wider Langeberg area.

The scope of works will include the excavation and installation of water piping and household connections, lifting of manholes small roadworks, kerbing ect..

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

2 OVERVIEW OF THE WORKS

2.1 General Description

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

- i) Establishment on site
- ii) Accommodation of traffic during construction
- iii) Identifying and exposing specific points on the existing network and other services.
- iv) Excavations
- v) Handling and Laying of water pipes
- vi) Installation of new house connections
- vii) Backfilling and compaction
- viii) Reparation of road and sidewalks damaged during construction.

2.2 Work Areas

The location of the works envisaged for the Project will be shown on the drawings bound into C5 of the Project document.

2.3 Boundaries of the site

The site will be confined to the areas of construction, including the site camp of the contractor.

2.4 Occupation of the site

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

3. EXTENT OF THE WORKS

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

4 CONSTRUCTION TIME PERIOD

The 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 **4 months** exclusive 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.

4.1 Construction work programme

The Contractor shall take note of various factors contained in the specifications, which will have a significant influence on the compilation of the construction work programme. Prominent items are those which might require a lead time for ordering the equipment or which might entail a special manufacturing period.

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

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

The choice of all sites for the establishment of camps is subject to the approval of the Engineer.

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

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

6. CONSTRUCTION IN CONFINED AREAS

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

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

7. WATER FOR CONSTRUCTION PURPOSES

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates. A **metered** water standpipe is to be procured at the Contractors cost. Standard water consumption tariffs are applicable.

8. FEATURES REQUIRING SPECIAL ATTENTION

8.1 Existing Services

Any work requiring the excavation of existing road pavements, sidewalks and verges will require the necessary wayleaves be obtained from the relevant service authorities (including DFA, Neotel, Telkom, Electrical Department / Eskom, Roads & Stormwater Department, Waterworks Department and Drainage & Sewerage Department etc).

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and

shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary wayleaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

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

8.2 Health and Safety Plan

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

8.3 Standard of Materials, Workmanship, Testing and Performance

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

The Contractor will carry out control testing of materials and workmanship as required in terms of the specifications. Where necessary, the 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.

8.4 Weatherproof Protection for Workers

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

8.5 Night Work and Work on Public Holidays

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

The following conditions apply:

- e) No work allowed after 18:00 on weekdays.
- f) Working times for Saturdays are 08:00 - 14:00.
- g) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC.
- h) Approval for work outside of normal working hours to be obtained from Employer.

Penalty for the transgression of above conditions is R5 000 per transgression.

8.6 Other Contractors

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

9. ACCOMMODATION OF TRAFFIC

- (i) The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.
- (ii) It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority ie the Traffic Manager of Langeberg Municipality and Provincial Department of Roads and Transport.
- (iii) Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive. The existing number of lanes for each traffic movement affected by construction shall not be reduced without the written authorization of the Engineer.
- (iv) It should be noted that Sundays are specified as "Special non-working days" in the Contract Data. In terms of Clause 5.8 of the General Conditions of Contract the Engineer's permission has to be obtained for work to be carried out on special non-working days, for which permission shall be applied for at least one (1) week prior to the day.
- (v) The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads.
- (vi) Failure to maintain road signs, warning signs or flicker lights, etc, in good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (vii) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).
- (viii) The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Engineer for approval.

The traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s). During non-working days and the period from the 16th December to 6th January, the Contractor will be required to shut down normal construction activities and only emergency work will be allowed. The traffic safety officer will be required to patrol during these non-working periods and ensure that all temporary traffic-control facilities are in place and functional.

10. ENVIRONMENTAL REQUIREMENTS

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

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

11. LIMITED FUNDS

Limited funds are available for this project and certain portions of the works as detailed in the scope of works may be omitted depending on the tendered rates and tender amounts received. The Employer reserves the right to amend, limit or omit certain portions / parts of the works without thereby invalidating the contract.

The financial year for the Employer closes on 30 June each year.

The Contractor shall take cognisance of these additional requirements in the finalisation of his tendered rates and programme of work. No claims will be considered on account of these restrictions.

C3.2 Engineering

Drawings

The drawings listed below are attached in order to give an overview of the project. Additional construction drawings will, in terms of the General Conditions of Contract, be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

The Works shall be carried out in accordance with the drawings listed in C5 of the tender documents and included in Volume 4 : Drawings and form part of the contract documents.

The reduced drawings that form part of the tender documents shall be used for tender purposes only.

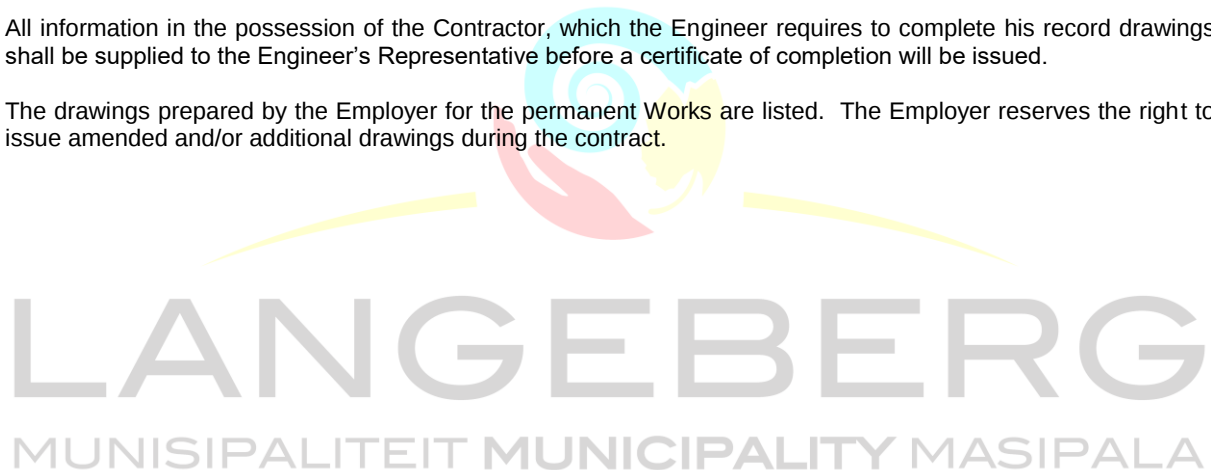
The Contractor will be supplied with 3 unreduced paper prints of each of the drawings required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in the possession of the Contractor, which the Engineer requires to complete his record drawings shall be supplied to the Engineer's Representative before a certificate of completion will be issued.

The drawings prepared by the Employer for the permanent Works are listed. The Employer reserves the right to issue amended and/or additional drawings during the contract.



C3.3 Procurement

CONTENTS

PAGE

3.3.1. TARGETED CONSTRUCTION PROCUREMENT	
---	--

3.3.2. SUBCONTRACTING.....	
-----------------------------------	--

3.3.3. TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS	139
--	------------

3.3.1. TARGETED CONSTRUCTION PROCUREMENT

3.3.1.1 Objective

The Employer applies and promotes the principles of Targeted Construction Procurement. In terms of Employer's current procurement policy this project provides for the following objectives to be actively pursued:

- the provision of opportunities for Small, Medium and Micro- Business Enterprises (SMMEs).
- the provision of work opportunities for local labour.
- the maximising of job creation by adopting labour-intensive construction methods wherever physically feasible and economically justifiable.

3.3.1.2 Contract requirements

The Targeted Construction Procurement : Participation of Targeted Enterprises and Targeted Labour Standard Specifications is included in Part 3.3.3 of this section C3.3 of the Scope of Works and shall apply as additional Works Specifications to this contract.

For this contract, the Employer has set minimum contract participation goals, calculated as a percentage of the net amount (as defined in clause 3.2.14 below), which are specified in document

3.3.1.3 Labour workforce

On this contract, it is the intention that work is provided during the execution of the works for targeted labour residing in the target area (Langeberg Municipal area) as defined and which would normally be the local or nearest communities. Labourers of the local or nearest communities required by the contractor shall be targeted, recruited and employed for work to enable the contractor to comply with the minimum contract participation goals for targeted labour set by the employer for the contract.

3.3.1.4 Labour-intensive construction

Construction work must be undertaken using labour-intensive methods. The Contractor shall employ labourers, artisans and subcontractors for the execution and completion of this work.

Some of the activities, which must be considered as being suitable to be undertaken by labour-intensive methods include the following:

- cleaning and trimming of site
- laying of kerbs
- laying of pipes
- laying of paving
- manhole chambers, inlet structures & headwalls
- traffic accommodation

3.3.2. SUBCONTRACTING

3.3.2.1 General

The Contractor may subcontract portions of the Works included in the Contract. Clause 4.4 of the General Conditions of Contract makes provision for subcontracting.

Subcontract work provides opportunities for small or specialist businesses and can also be used to secure contract participation goal credits for HDI participation or other specific goals, where applicable.

Where participation credits are claimed by the Contractor in respect of subcontractors, suppliers, manufacturers and/or service providers, the Contractor shall ensure that all such are registered and verified on the Western Cape Supplier Database. The Employer shall not accept any claim for participation in respect of subcontractors, etc. unless they are registered and verified.

Notwithstanding the above, contract participation goal credits may not be claimed for work undertaken in respect of provisional sums and prime cost items.

Where monetary allowances for provisional sums or prime costs items have been allowed and the monetary allowance is less than R200 000, the Contractor shall invite three quotations from suitably qualified subcontractors, etc. for the required scope of works. The selection of the Subcontractors, etc. shall be approved by the Engineer.

Where monetary allowances for provisional sums or prime cost items have been allowed and the monetary allowance is greater than R200 000, an open tender process will have to be followed in respect of a subcontractor for this work. In such cases the tender will be issued by the Engineer on behalf of the Contractor.

3.3.2.2 Selected Subcontractors

With reference to subcontractors selected by the Contractor in consultation with the Employer, Clause 4.4.3 (GCC 2015) of the General Conditions of Contract states that this shall be done in accordance with the requirements of "a procedure set out in the Scope of Work."

The procedure for Selected Sub-contractors as referred to in Subclause 4.4.3 (GCC 2015) of the General Conditions of Contract and Contract Data shall be:

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Bill / Schedule of Quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".

Unless another procedure is specified, Selected Subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by Selected Subcontractors. Before the closing date of such tenders the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as Selected Subcontractor. No price increase requested by the Contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main Contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as Selected Subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

- (a) In respect of the work or the goods that are the subject of the subcontract the Selected Subcontractor undertakes to the Contractor mutatis mutandis the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and,
- (b) The Selected Subcontractor holds the Contractor harmless and indemnifies him against:
 - (i) Shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
 - (iii) any negligence by the Selected Subcontractor, his agents, workmen and servants;
 - (iv) any misuse by the Selected Subcontractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract;
 - (v) any claims as aforesaid.

3.3.2.3 Appointment of targeted enterprise subcontractors

The Contractor is required to appoint domestic subcontractors in order to meet the participation goal for targeted enterprises as indicated in Returnable Schedules.

The Contractor will be allowed to subcontract any portion of work that he wants to count towards his participation goal and make an award on a domestic subcontract basis, subject to the requirements of Clause 6 of the General Conditions of Contract. The Contractor may procure these subcontractors using his own subcontract selection methodology.

Prior to the appointment of any domestic subcontractor, whose work is to contribute to the participation goal, the Contractor shall submit to the Employer details of the scope of the work subcontracted including the relevant items in the Bill of Quantities, what the subcontract total sum is and what the Contractor's corresponding tender amount is for the same scope of work including all the relevant Establishment and General sums and any other allowable sums.

In the event that the subcontract total sum is less than 85% of the corresponding Contractor's sum indicated above, or the subcontract total sum is less than 65% of the Employer's internal estimate, the Contractor shall undertake to allow the subcontractor to submit any explanatory information regarding the subcontract to the Employer, and the subcontractor shall agree be interviewed by the Employer or the Employer's Agent to discuss the breakdown of the subcontract sum in order to satisfy the Employer that the subcontractor can complete the work at the amount submitted on a reasonable sustainable commercial basis. If there are concerns about the subcontractor's tender sum the subcontractor shall have the right to withdraw their tender without any sanction of any nature by the Contractor.

If the subcontractor withdraws the Contractor may have to select a different package of work to contribute to his subcontract target or choose and propose to appoint a different subcontractor for the same scope of work, or the Contractor will have to present, for the same subcontractor a re-negotiated subcontract sum that will be acceptable to the Employer. All additional costs that may arise as a result of such a re-negotiation or re-tendering/re-appointment shall be borne by the Contractor.

If a suitable subcontractor cannot be identified for the envisaged scope of works the Contractor shall complete the work at his tendered rates and the associated part of the works shall form part of the works executed by the Contractor and be excluded from counting towards the subcontract participation goal(s).

3.3.3. TARGETED CONSTRUCTION PROCUREMENT SPECIFICATIONS

The following South African National Standard Resource Specifications for the implementation of Targeted Construction Procurement issued and published by Standards South Africa:

**South African National Standard SANS 1914-4 : 2002 (Edition 1)
Targeted Construction Procurement : Part 4 : Participation of Targeted Enterprises and
Targeted Labour (Local Resources)**

shall apply to and form part of this Contract (see Schedule 21 of T2.2 : Returnable Schedules).

Where the South African National Standard SANS 1914-Specification is not bound in this document, it may be obtained from South African Standards (website www.sansa.co.za) or inspected, by appointment, at the offices of the Employer's representative during normal working hours.

The South African National Standard Specification makes provision defining targeted enterprises and targeted labour, weightings for different subcategories, for factors and additional requirements to be specified to suit a particular contract. Details of such factors or additional requirements applicable to this contract are contained in this part of the Scope of Work.

Preferences granted in terms of Targeted Enterprises and Targeted Labour (Local Resources) shall be executed in accordance with the conditions specified below and included in **Schedule 21 : Preferencing Schedule where preferences are granted in respect of Targeted Enterprises and Targeted Labour (Local Resources) in Part T2.2, Returnable Schedules.**

VARIATIONS TO THE STANDARDISED SANS 1914-4: 2002 SPECIFICATION

Variations, amendments and additions to the SANS 1914-4: 2002 : Part 4 : Participation of Targeted Enterprises and Targeted Labour (Local Resources) Standardised Specification are as set out below. Should any requirements of the variations conflict with other requirements of the SANS 1914-4: 2002 Specification, the requirements of the variation shall prevail.

The number of each clause and each payment item in this part of the project specifications consists of the prefix TP4 (Targeted Procurement – Part 4) followed by a number corresponding to the number of the relevant clause or item in the SANS Specification. The number of a new clause or item which does not form part of a clause or item in the standard SANS Specification and which is included here, is also prefixed by TP4 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.

TP4-2. DEFINITIONS (CLAUSE 2)

TP4-2.10 Target Area (Clause 2.10):

Add the following:

For this Contract the following Target Areas shall apply:

1. The geographical area located within Ward 3 Robertson, Ward 4 Bonnievale, Ward 7 Montagu, Ward 9 Ashton and Ward 10 Zolani - Target Area 1 is **defined as the Local Area for this Contract.**
2. The geographical area, excluding Target Area 1, located within the boundaries of the Langeberg Municipal District.

3. The geographical area, excluding Target Areas 1 and 2, located within the Western Cape Province.

TP4-2.11 Targeted Enterprise (Clause 2.11):

Add the following :

Targeted Enterprises for this Contract shall be a sole trader, partnership or legal entity from the Local Area.

TP4-2.12 Targeted Labour (Clause 2.12):

Add the following :

The following individuals are defined as the target group for this Contract:

All unskilled labour (100%) to be from Target Area. South African citizens, temporarily employed by the contractor and his subcontractors in the performance of the contract, who permanently reside within the boundaries of Target Area 1 (**Ward 3 Robertson, Ward 4 Bonnievale, Ward 7 Montagu, Ward 9 Ashton and Ward 10 Zolani**) as specified. It is incumbent on individuals to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the aforementioned area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

TP4-2.15 Weightings (Clause 2.15):

Add the following :

In terms of Targeted Labour Goal Credit calculations (Section 3.3 of SANS 1914-4) the Weighting Factor for all contributions shall be taken as 1,0.

Add the following new subclause :

TP4-2.16 (new subclause 2.16):

Wages:

The actual amount paid periodically to targeted labour employed by the main contractor and his subcontractors after all deductions made in terms of the law (e.g. UIF) and exclusive of all company overheads and other benefits such as protective clothing, transport etc.

TP4-3. REQUIREMENTS (CLAUSE 3)

TP4-3.1 Contract Participation Goal (Clause 3.1):

Add the following to Subclause 3.1.1:

For this Contract the minimum Contract Participation Goals set by the Employer are.

Contract Participation Goal	CPG _{2min}	Minimum set by Employer
Targeted Enterprises SANS 1914-4 Annex A Method 2 Clause A.2.2.1	CPG _{2Emin}	30%
Targeted Labour SANS 1914-4 Annex A Method 2 Clause A.2.2.2	CPG _{2Lmin}	0 %
Total Contract Participation Goal SANS 1914-4 Annex A Clause A.3	CPG _{2Emin} + CPG _{2Lmin} = CPG _{2min}	30 %

Tenders that do not meet each of the individual abovementioned minimum Contract Participation Goals (CPG_{2min}) set by the Employer will not be considered (not applicable if minimum percentage specified is 0%).

TP4-3.2 Achieving the Contract Participation Goal (Clause 3.2):

3.2.1 General

(a) Method 1

In the first paragraph numbered (1) replace the words "not less than 50% of the wages and allowances" with the words "not less than 30% of the wages and allowances".

Delete subclauses (1) and (2) and add the following to Subclause 3.2.1:

For this Contract the Contractor may achieve the specified contract participation goal by the engagement and use of targeted enterprises and targeted labour as outlined in SANS 1914-4 and measured **by using Method 2 only**. The engagement and use of targeted enterprises and targeted labour as outlined in SANS 1914-4, will not be measured by using Method 1 - **Method 1 will therefore not be applicable**.

TP4-3.3 Contract Participation Goal Credits (Clause 3.3):

Add the following new subclause after subclause 3.3.3

3.3.4 Further to the requirements of 3.3.3, credit will be denied should the Contractor not employ Targeted Labour in accordance with comply with the following relevant statutory legislation:

- Basic Conditions of Employment Act 75 of 1997
- Labour Relations Act 66 of 1995
- Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- Occupational Health and Safety Act 85 of 1993
- Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Skills Development Act of 1998

The statutory Department of Labour Government Notice No. R204 of 2 March 2001 : Basic Conditions of Employment Act (No. 75 of 1997) : Sectoral Determination 2 : Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

In particular the Contractor shall pay his Labour workers at least the minimum wage prescribed in the statutory legislation.

The prime or main contractor who does not meet each of the individual minimum contract participation goals set by the Employer faces the possibility of being sanctioned. (See clause TP4-6 below)

Credits towards the contract participation goal for targeted enterprises will only be accorded to subcontractors / suppliers / manufacturers / service providers who undertake work directly for / to the main contractor. No credits will be accorded to targeted enterprises who are engaged by subcontractors / suppliers / manufacturers / service providers working under the main contractor.

Similarly, credits towards the contract participation goal for targeted labour will be granted for targeted labour employed by subcontractors only if they undertake work directly for / to the main contractor in the performance of the contract. However, in the case of subcontractors who are also targeted enterprises, the value of their targeted labour will, at the contractor's choice, count either towards the CPG for labour or the CPG for enterprise, but not both.

TP4-6. SANCTIONS (CLAUSE 6)

Add the following:

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG_{2E} and/or CPG_{2L}) relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula :

$$P = \frac{0,15 \times (D - Do)}{100} \times N_A$$

where D = tendered Contract Participation Goal (CPG₂) percentage.

Do = the Contract Participation Goal (CPG₂) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

N_A = Net Amount

P = Rand value of penalty payable

In applying the above formula the employer may give consideration to the following rules:

- In the event of the CPG for a sub category item not being achieved, credit may be given to reduce the penalty to the extent that other sub category items under the same main category have exceeded their CPG targets provided that at least 50% of the CPG target for the offending sub category item has been achieved.
- Where, after applying rule a), one or more of the sub category items still warrant a penalty and the CPG target for the relevant main category has also not been achieved, then only the penalty applicable to the main category item will apply.
- No credit will be given for exceeding the CPG target of any of the three main categories (Subcontractors, Suppliers/Manufacturers and Targeted Labour)

C3.4 Construction

Works Specifications

CONTENTS

PAGE(S)

PART A: STANDARD SPECIFICATIONS

PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

PART C: ENVIRONMENTAL REQUIREMENTS

PART D: HEALTH AND SAFETY REQUIREMENTS



PART A: STANDARD SPECIFICATIONS

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

The **Standard Specifications for Civil Engineering Construction, SANS 1200**, which the tenderer shall obtain / purchase 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.



PART B: PROJECT PARTICULAR SPECIFICATIONS

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

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

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

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

SANS 1200 A	-1986	: GENERAL
SANS 1200 C	-1980 (As amendment 1982)	: SITE CLEARANCE
SANS 1200 D	-1988 (As amendment 1990)	: EARTHWORKS
SANS 1200 DB	-1989	: EARTHWORKS (PIPE TRENCHES)
SANS 1200 DM	-1981	: EARTHWORKS (ROADS, SUBGRADE)
SANS 1200 L	-1983	: MEDIUM-PRESSURE PIPELINES
SANS 1200 LB	-1983	: BEDDING (PIPES)
SANS 1200 LE	-1982	: STORMWATER DRAINAGE
SANS 1200 LF	-1983	: ERF CONNECTIONS (WATER)
SANS 1200 M	-1996 (First Revision)	: ROADS (GENERAL)
SANS 1200 ME	-1981	: SUBBASE
SANS 1200 MJ	-1984	: SEGMENTED PAVING
SANS 1200 MK	-1983	: KERBING AND CHANNELLING
SANS 1200 MM	-1984	: ANCILLARY ROADWORKS

VARIATIONS AND ADDITIONS

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

An example of deviation: 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 specifications will also include the appropriate project specification.

Should any requirement of the Specification Data conflict with any requirement of the specifications listed below, the requirement of the Specification Data shall prevail.

Departures from and/or additions to specifications listed in portion 1 are set out on the following pages in accordance with the numbering system of the standardised or particular specification.

Whether or not a PS is referenced in the payment column of the bill of quantities, and there is an amended clause in the project specifications, the price tendered will be deemed to include all relevant amended project specifications.

Where the project specifications amends or replaces the standard specifications, the price tendered will be deemed to be based on all the project specifications, whether a PS is referenced in the bill of quantities or not.



SANS 1200 A : GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

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

All pipe and HDPE product suppliers must be SAPMA registered.

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

Substitute the second paragraph with the following:

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

The Contractor shall inform the 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.

PS A 3.3 STORAGE OF MATERIALS

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

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

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

PS A 3.4 HANDLING OF MATERIALS

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

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

PS A 4.1 SILENCING OF CONSTRUCTION EQUIPEMENT

Substitute A4.1 with the following:

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

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

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

PS A 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

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

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

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

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

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

PS A 4.3 SITE SECURITY

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

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

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting Out of the Works

Substitute the first sentence in A 5.1.1 with the following:

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

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

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

Add the following after the second sentence of A 5.1.2:

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

Substitute the third sentence of A 5.1.2 with the following:

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

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

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

PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following to A 5.2:

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

All Road Traffic Signs (permanent signs and temporary signs) shall comply with the requirements of the "South African Development Community Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

PS A 5.3 PROTECTION OF EXISTING STRUCTURES

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

PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Substitute A 5.4 with the following:

PS A 5.4.1 Location of existing services

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

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

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

SEQUENCE OF PROTOCOL OF EXISTING SERVICES		
1	2	3
Open and Locating Existing Services	Report All existing services to the Engineer	Time before Practical Completion date and/or Completion date is affected
At Least 20 working days	1 working day	10 working days

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

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

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

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

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

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

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

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

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

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

PS A 5.4.2 Protection during construction

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

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

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

PS A 5.4.3 Alterations and repairs to existing services

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

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

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

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

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

PS A 5.6 POLLUTION

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

PS A 5.7 SAFETY

Substitute A 5.7 with the following:

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

- a) Provide to its Employees on the site of works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer and/or Engineer's representative may reasonably require.

Where any such investigation reveals, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with

the provisions of Clause 5.11 (GCC 2015), be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

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

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

PS A 5.9 SITE MEETINGS

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

A 6 TOLERANCES

PS A 6.4 USE OF TOLERANCES

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

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

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

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

A 7 TESTING

A 7.1 PRINCIPLES

PS A 7.1.1 Checking

Substitute the last sentence in A 7.1.1 with the following:

The Contractor shall obtain the services of an independent testing laboratory at his own expense to carry out such checks as are prescribed in the various standardised specifications.

PS A 7.1.2 Standard of Finished Work not to Specification

Insert the words "or checks by an approved laboratory" after the words "Where the Engineer's checks" in the first sentence of A 7.1.2.

PS A 7.2 APPROVED LABORATORIES

Substitute A 7.2 with the following:

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

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

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

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

A 8 MEASUREMENT AND PAYMENT

A 8.1 MEASUREMENT

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

Delete the words "and South West Africa".

A 8.1.2 Preliminary and General Items or Section

PS A 8.1.2.1 Contents

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

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

PS A 8.1.2.2 Tendered Sums

Substitute the A 8.1.2.2 with the following:

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

- risks, costs and obligations in terms of the Conditions of Contract, the General Conditions of Contract 2015 (GCC 2015), the Special Conditions of Contract (SCoC) and of this standardized specification;
 - head-office and site overheads and supervision;
 - profit and financing costs;
 - expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- All Construction Equipment (as per Clause 1.1.1.6 of the GCC 2015, 3rd Edition), required for the execution of the Contract.
 - providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of works of these facilities and cleaning-up of the site of the Contractors establishment and reinstatement to not less than its original condition, and
 - providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract.
 - site security described in PS A 4.3

A 8.2 PAYMENT

PS A 8.2.1 Fixed-charge and Value-related Items

Substitute A 8.2.1 with the following:

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

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

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

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

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

c) The final payment, which is 20% of the sum, will be made when the works have been certified as complete and the Contractor has fulfilled all his obligations to date under this Specifications, the General Conditions of Contract and the Special Conditions of Contract (GCC 2015).

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

PS A 8.2.2 Time-related Items

Substitute A 8.2.2 with the following:

Subject to the provisions of PS A 8.2.3 and PS A 8.2.4, payment under item PS A 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the items is not out of proportion to the value of the progress of the Works as a whole.

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

Substitute A 8.3 with following:

PS A 8.3.1 Fixed Preliminary and General Charges Unit : Sum

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

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

PS A 8.4 SCHEDULED TIME-RELATED ITEMS

Substitute A 8.4 with following:

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

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

PS A 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

Substitute A 8.5 with following:

PS A 8.5.1 Works Executed by the Contractor Unit : Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 (GCC 2015) of the Conditions of Contract.

PS A 8.5.2 Works Executed by Nominated Subcontractors

a) Work to be Executed by a Nominated Subcontractor Unit : Prov Sum

b) Overheads, Charges and Profit on Item (a) above Unit : %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Nominated Subcontractor included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 6.6 (GCC 2015) of the Conditions of Contract.

The Contractor shall be paid under subitem (b), either

- a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in is tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Sub/Clause 6.6.1.2.1 (GCC 2015) of the Conditions of Contract, or
- b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 6.6.1.2.2. (GCC 2015):

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement,

supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

PS A 8.6 PRIME COST ITEMS

Substitute A 8.6 with following:

PS A 8.6 PRIME COST SUMS

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

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

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

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

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

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

Note in correction with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the costs of normal testing as described in the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

Where work is to be done by a sub-contractor, such as DFA and/or Telkom, the Contractor is to take cognisance of the works to be completed and must ensure that the Date of Practical Completion and/or Due Completion date is not delayed. Should the Contractor fail to programme of the said works, any delay will be for the Contractors account.

The Contractor must liaise with the relevant authority (DFA: Mr Paul Roos – 082 658 5695 & Telkom: Mr. Eben de Koker 081 406 1007) and Clause 2.1 of the GCC 2015 (3rd Edition) applies in this regard. This work must therefore be effectively programmed for each section of the works to be completed by the sub-contractor and Clause 4.4 of the GCC 2015 (3rd Edition) shall apply in this regard. All costs pertaining to this is deemed to be included in the overhead costs (of the rates tendered).

The amounts specified in the bill of quantities are provisional and preliminary amounts and may be reduced and/or removed completely at the discretion of the Employer.

PS A 8.7 DAYWORK

Substitute A 8.7 with following:

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

A 8.8 TEMPORARY WORKS

PS A 8.8.2.1 Accommodation of Traffic Unit: Sum

Add the following to A 8.8.2:

The rate shall include all costs pertaining to:

- the planning, submitting and obtaining of approval for the traffic accommodation plans required,
- the maintenance, **replacement and storage** of all temporary barricades, road signs, lights, traffic signals etc. as required,
- for the guarding and protection of the works,
- for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites,
- as well as for the later removal or the cleaning and tidying up thereof.
- **All according to the latest South African Development Community Road Traffic Signs Manual, Chapter 13.**

PS A 8.8.2.2 Temporary Traffic Control Facilities..... Unit: No. or Man-day

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision (inclusive of the posts where required), erection and final removal from work at completion of all temporary barricades, road signs, lights, flagmen, etc. as required, **all according to the latest South African Development Community Road Traffic Signs Manual and SANS 1200 MM**. Notwithstanding the provisions of SANS 1200 MM sub clause 3.2 sign faces shall have a painted background and symbols/characters of Engineering Grade (Grade 1) and High Intensity Grade retro reflective material respectively with signboards constructed from 12.7mm weather resistant particle board. Upon removal from the works these items shall become the property of the contractor.

The unit of measurement for a flagmen shall be a day worked by a flagmen. The tendered rate shall cover fully all costs for a flagmen who is required to control traffic by way of flags or portable Stop/Go-Ry signs and shall include the provision of safety jackets.

No separate payment will be made for the provision of watchmen, flagmen, flags etc. required under this section; any additional costs will have been deemed to be covered under sub clause PS A 8.8.2.1 above.

PS A 8.8.2.3 Relocate Temporary Traffic Control Facilities as per approved Traffic Accommodation Plans Unit: No

Add the following to A 8.8.2:

The unit: No refers to the number of signs to be relocated. The rate shall cover all costs pertaining to the moving and re-erection of all temporary barricades, road signs, lights, etc. as required as per approved Traffic Accommodation Plans **all according to the latest South African Development Community Road Traffic Signs Manual – Chapter 13**.

PS A 8.8.2.4 Removal of Road Markings Unit: m²

Add the following to A 8.8.2:

The unit of measurement shall be square metres of broken or unbroken white or yellow lines, word markings or symbols removed. Spaces between markings in broken lines will not be included in the in overall area measured. The tendered rate shall include all costs associated with the removal of road markings by sandblasting. The repainting of road markings and the painting of temporary road markings will be provided for separately elsewhere in the schedule.

PS A 8.8.4 Existing Services

Substitute A 8.8.4 with the following:

PS A 8.8.4 Location and Protection of Existing Services

Rates to include PS A 5.4.1. Where particular items are provide in other sections of the schedule, the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

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

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

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

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

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

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

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

Substitute A 8.8.5 with the following:

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

The sum shall cover the cost of all labour, plant and material required for the searching and compilation of a list, all in accordance with the requirements as set out in clause 7.5.12

PS A 8.8.7 Dealing with Water

a) Dealing with subsurface water..... Unit : Sum

b) Dealing with surface water Unit : Sum

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

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

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

PS A 8.9 WAYLEAVES

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

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

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

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

PS A 8.10 COMPLYING WITH THE HEALTH AND SAFETY REQUIREMENTS

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

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

Rate to include PS A 5.7.

PS A 8.12 CONTRACT NAMEBOARDS

The amount tendered for this item shall allow for full compensation for all costs incurred in procuring and erecting contract name boards as shown on the drawings and at the positions indicated by the Engineer on site and for removing the boards at the end of the contract.

PS A 8.13 ADHERING TO THE ENVIROMENTAL MANAGEMENT PLAN.....Unit: Sum

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

PS A 8.14 APPLICATION FOR CONSTRUCTION WORK PERMIT.....Unit: Sum

As from 7 August 2018 an employer who intends to have construction work carried out must at least 30 days before the work is to be carried out, apply to the Provincial Director in writing for a construction work permit to perform construction work if the intended construction work starts on or after the 7th of August 2018 and exceeds 365 days or will involve more than 3600 person days of construction work or the work contract is of a value exceeding thirteen million rand or Construction Industry Development Board (CIBD) grading level 7.

The 30 day period starts once the application has been received by the Provincial Director.

The sum tendered shall include full compensation for all costs, of whatever nature (including P&G, overheads, standing time for labour and construction equipment etc.) and for the time required (minimum 30 days) until such work permit has been granted. Payment for this item will only be made once the work permit has been granted.



SANS 1200 C : SITE CLEARANCE

C 3 MATERIAL

PS C 3.1 DISPOSAL OF MATERIAL

Add the following to C 3.1:

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

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

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

Substitute the last paragraph with the following:

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

PS C 5.2 CUTTING OF TREES

PS C 5.2.3 Preservation of trees

PS C 5.2.3.2 Individual trees

Substitute the last sentence of C 5.2.3.2 with the following:

Trees must be left standing and undamaged, except where ordered in writing by the Engineer.

PS C 5.3 CLEANING

Add the following to C 5.3:

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

C 8 MEASUREMENT AND PAYMENT

C 8.2 SCHEDULED ITEMS

PS C 8.2.1 Payment for Clearing and Grubbing Unit: ha, m², or km

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

The rate shall include loading, cartage and disposal of material and debris incidental to the clearing and grubbing to a dumpsite located by the Contractor himself (also refer to PS11 regarding costs referring to the spoil of materials and overhaul). Rate will be based on all relevant amendments in the project specifications.

PS C 8.2.5 Take down existing fence.....Unit: m

Add the following to C 8.2.5:

Rate to include removal of poles, stays, concrete block foundation etc complete. The material will not be stacked and will be disposed off at an approved dumping site. Rate will be based on all relevant amendments in the project specifications.

PS C 8.2.12 Remove and reinstate existing:

Kerb / Edging Unit: m

The tendered rate shall include full compensation for the careful removal of kerbs or edging, the temporary stockpiling and cleaning thereof and the reinstatement once the work has been completed, including all necessary excavation, backfilling and concrete bedding and backfilling using 15 MPa concrete. In the event of the Contractor damaging any of the kerbs, he will replace it at his own cost.

D 2 INTERPRETATIONS

PS D 2.3 DEFINITIONS

Add the following to D 2.3:

Sand (cohesionless and non-cohesive)

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

D 3 MATERIALS

D3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PS D3.1.1 Method of Classifying

Add the following to D3.1.1:

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

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

PS D3.1.2 Classes of Excavation

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

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

D 3.3 SELECTION

PS D 3.3.1 General

Substitute the second paragraph of D 3.3.1 with the following:

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

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

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

D 5 CONSTRUCTION

D 5.1 PRECAUTIONS

PS D 5.1.1 Safety

PS D 5.1.1.1 Barricading and lighting

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

PS D 5.1.1.2 Safeguarding of excavations

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

PS D 5.1.2 Existing Services

PS D 5.1.2.2 Detection, location and exposure

Add the following to D 5.1.2.2:

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

PS D 5.1.2.3 Protection Of Cables

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

PS D 5.1.2.4 Negligence

Substitute D 5.1.2.4 with the following:

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

PS D 5.1.2.5 Works next to a major Telkom optic fibre route (Category: SAT2)

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

PS D 5.1.3 Stormwater and groundwater

Add the following to D 5.1.3

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

PS D 5.1.4 Nuisance

PS D 5.1.4.1 Dust nuisance

Add the following to D 5.1.4.1:

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

PS D 5.1.6 Road Traffic Control

Add the following to D 5.1.6:

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

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

D 5.2 METHODS AND PROCEDURES

D 5.2.1 Site Preparation

PS D 5.2.1.1 Clearing or Clearing and Stripping of Site

Delete subclause D 5.2.1.1b)

PS D 5.2.1.2 Conservation of topsoil

Add the following to D 5.2.1.2:

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

D 5.2.2 Excavation

PS D 5.2.2.1 Excavations for general earthworks and for structures

Add the following to D 5.2.2.1:

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

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

PS D 5.2.2.3 Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

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

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

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

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

The Contractor will provide the Engineer with all details and approvals for the spoil site at time of Commencement of the Contract.

PS D 5.2.2.4 Excavation by hand around existing services

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

D 5.2.3 Placing and Compaction

PS D 5.2.3.2 Backfilling of trenches and backfilling against structures

Add the following to D 5.2.3.2:

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

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

PS D 5.2.3.3 Backfilling of over-excavations

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

PS D 5.2.4.2 Top soiling

Add the following to D 5.2.4.2:

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

D 5.2.5 Transport for Earthworks

PS D 5.2.5.2 Overhaul

Replace D 5.2.5.2 with the following:

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

D 8.3 SCHEDULED ITEMS

PS D 8.3.1.2 Remove topsoil up to depth of 150mm, stockpile, maintain and reinstate Unit: ha

Add the following to D8.3.1.2:

The rate will include reinstating the topsoil on the erven and stabilization of the soil with the topsoil to prevent erosion. Rate will be based on all relevant amendments in the project specifications.

PS D 8.3.2 Bulk Excavation

Unit: m³

Add the following to DB 8.3.2 (a):

Excavation in intermediate material will not be measured separately and is deemed to be included in the rate tendered. On the areas where fill is to be placed, the area will first be prepared by ripping and scarifying the area to ensure sufficient mixing with the fill to be placed onto the area. Rate will be based on all relevant amendments in the project specifications.

Where the earthworks are measured for the storm water (SW) dam, the rate will further (to the above) include all requirements of SANS 1200 DM, and as amended in the project specifications, to ensure cut to final level and shaping of the side slopes to 1:2.



SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)

DB 3 MATERIALS

PS DB 3.5 BACKFILL MATERIALS

Add the following to DB 3.5 b):

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

DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS

PS DB 3.6.1 Subbase and Base

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be stockpiled and used (imported from stockpile) in the reconstruction of the filling. Commercially sourced G4 material complying with the requirements of SABS 1200 MF shall be used in the reconstruction of the 100mm base layer. Commercially sourced G7 material complying with the requirements of SABS 1200 ME shall be used in the reconstruction of the 100mm base layer.

DB 4 PLANT

PS DB 4.1 EXCAVATION EQUIPMENT

Add the following to DB 4.1:

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

DB 5 CONSTRUCTION

PS DB 5.4 EXCAVATION

Add the following to DB 5.4:

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

DB 5.6 BACKFILLING

PS DB 5.6.2 Material for Backfilling

Substitute the last paragraph of DB 5.6.2 with the following:

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

PS DB 5.6.3 Disposal of Soft Excavation Material

Replace:

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

with the following:

"at a dump site of the Contractors choice".

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

DB 5.7 COMPACTION

PS DB 5.7.1 Areas not Subject to Traffic Loads

Add the following to DB 5.7.1:

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

PS DB 5.7.2 Areas Subject to Traffic Loads

Add the following to DB 5.7.2:

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

The onus is on the contractor to prove to the engineer that sufficient compaction was obtained on insitu soil preparation after excavation and material backfilled in the respective layers. The frequencies of control testing will not exceed 40m in the case of a continuous pipe run or a minimum of two positions between manholes constructed for stormwater- and sewer services. At

each position compaction readings must be taken on the insitu material prepared after excavation, the bedding (imported), the blanket (imported) and the main fill (backfilled). The costs of these tests shall be deemed included in the relevant rates for construction of such items.

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

DB 5.9 REINSTATEMENT OF SURFACE

PS DB 5.9.4 Bitumen Roads: Subbase and Base

Add the following to DB 5.9.4:

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

PS DB 5.9.5.1 Bitumen Roads: Surfacing

Add the following to DB 5.9.5.1:

The thickness of the asphalt shall be 40 mm except if specified otherwise. Compaction of the asphalt wearing course will be to a minimum of 93% RICE Density and to a maximum of 97% Rice Density.

DB 8 MEASUREMENT AND PAYMENT

PS DB 8.1 BASIC PRINCIPLES

Add the following to DB 8.1.2 c):

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

DB 8.2 COMPUTATION OF QUANTITIES

PS DB 8.2.4 Shoring

Add the following to DB 8.2.4:

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

DB 8.3 SCHEDULED ITEMS

PS DB 8.3.1. Remove topsoil up to depth of 100mm, stockpile, maintain and reinstate Unit: m³

Add the following to DB 8.3.1.2:

The rate will include reinstating the topsoil on the erven and stabilization of the soil with the topsoil to prevent erosion. Rate will be based on all relevant amendments in the project specifications.

PS DB 8.3.2 Excavation

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

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

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

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

PS DB 8.3.2 b) Extra over item (a) above for:

- 2) Intermediate material..... m³
- 3) Hard rock material m³

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The unit of measurement shall be cubic metre of material, measured in place according to the authorised dimensions, which was excavated by hand on the specific prior written instructions of the Engineer, provided always that the Engineer's said instruction shall have stated that measurement and payment for such hand excavation shall be in accordance with this item.

For hard rock material, no blasting is allowed and material will removed by means including pneumatic tools/breakers.

PS DB 8.3.2 c) Excavate and dispose of unsuitable material from trench bottomm³

Replace "ordered" with "instructed by the Engineer" and "within freehaul distance" with "to an approved dumping site".

DB 8.3.3 Excavation Ancillaries

PS DB 8.3.3.1 Make up deficiency in backfill materialUnit: m³

Add the following to DB 8.3.3.1 (c):

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

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

PS DB 8.3.3.3 Compaction in road reserveUnit: m³

Substitute the heading of DB 8.3.3.3 with the following:

PS DB 8.3.3.3 Compaction under road surfaces

Add the following to DB 8.3.3.3:

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

PS DB 8.3.3.4 Overhaul

Replace DB 8.3.3.4 with the following:

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

PS DB 8.3.4 Particular Items

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

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

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

Add the following after the last sentence:

"Separate items will be measure for depths of trenches in increment of 1.0m. Each rate for each stated category shall cover the cost of shoring from ground level up to the full depth of the stated category. Payment for this item will only be made if written instruction were issued by the Engineer. Shoring will be done as per approved methods which includes timber sheeting, struts etc. A method statement must be submitted to the Engineer for approval prior to execution of the works. Payment will only be done upon receiving prior written instruction from the Engineer".

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

Replace DB 8.3.5 (ii) with the following:

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

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

Add the following to DB 8.3.5 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. There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the 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.

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

Add the following to DB 8.3.5b):

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

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

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

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

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

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

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

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the 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.

Replace the last phrase "measured for shoring" with the words "protected by shoring". The rate for this item shall cover the cost of any necessary shoring.

DB 8.3.6 Finishing

PS DB 8.3.6.1 Reinstate road surfaces complete with all courses Unit: m²

Add the following to DB 8.3.6.1:

Rate to include PS DB 3.6.1, PS DB 4.1, PS DB 5.9.1 and also prime and via seal. Prime and via seal to comply with the specification contained in SANS 1200 MH. The Asphalt will comply with MH 5.5.2. Testing of the asphalt to be done in accordance with SANS 1200 MH as amended in the project specifications and must comply with PS M 7.3.

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

Rate will include all relevant amendments in the project specifications.

Where existing paving is to be reinstated, in addition to the above, the rate will include transport from the stockpile, placing on sand bedding and laying of the pavers in accordance with SANS 1200 MJ and as amended in the project specifications.

PS DB 8.3.6.2 Extra-over DB 8.3.6.1 for imported material Unit: m³

Rate to include the following:

The rate is an "extra-over" Item DB 8.3.6.1 and include all costs of supplying and placing of imported material in the final position with material from commercial sources.

The material for subbase will comply with SANS 1200 ME and as amended in the project specifications. The material for base will comply with SANS 1200 MF and as amended in the project specifications.

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

PS DB 8.3.9 Saw-cutting of existing premix Unit: m

The rate shall include all equipment and labour necessary for the cutting of the premix to a neat edge and will include removal of the area of premix to be spoiled in terms of clause PS C 3.1. The rate will include the full width of the premix to be removed as indicated on the typical detail drawing and is deemed to include all over break.

SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

DM 3 MATERIALS

PS DM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following to DM 3.1:

All in situ pavement material shall be classified as soft material for excavation purposes.

DM 3.2 CLASSIFICATION FOR PLACING PURPOSES

PS DM 3.2.3 Selected Layers

Substitute DM 3.2.3 with the following:

Materials used for selected layers shall comply with the following:

DESCRIPTION	LOWER SELECTED LAYER (G9 – TRH14)	UPPER SELECTED LAYER (G7-TRH 14)
Minimum CBR at 93 % MAASHTO density (100 % for sand)	7	15
Maximum CBR swell at 100 % MAASHTO density	1,5 %	1,5 %
Maximum size of aggregate after compaction	100 mm	100 mm
Minimum Grading Modulus (GM)	0,5	0,75
Maximum Plasticity Index (PI)	12	12
Maximum Group Index	-	1

All imported material underlying the subbase or base of the final road prism, whichever may be applicable, that does not comply with the requirements for lower selected layer or upper selected layer in the respective depth categories, shall be removed and replaced with material complying with the requirements of selected layers, all at the Contractor's expense.

DM 4 PLANT

PS DM 4.2 PLANT FOR TREATMENT BELOW SELECTED LAYER

PS DM 4.2.1 Pneumatic-tyre Roller

Pneumatic-tyre rollers shall be of the self-propelled type that is equipped with smooth pneumatic-tyre wheels of the same diameter. The mass of the roller shall be at least 10 tons. All wheels must bear the same mass.

The rollers must be equipped with devices that will be able to keep the wheels wet and clean during operation.

The wheels of the roller shall be arranged in such a way that one pass with the roller will cover the whole width of the machine. The roller must be able to take a tyre pressure of 600 kPa and the minimum allowed working tyre pressure shall be 450 kPa. The maximum difference in pressure between any two wheels shall not be greater than 35 kPa.

DM 5 CONSTRUCTION

DM 5.1 PRECAUTIONS

PS DM 5.1.2 Accommodation Of Traffic

Add the following to DM 5.1.2:

Bypasses shall be constructed and road signs erected where the free flow of public traffic is restricted. Such bypasses and road signs shall be in accordance with the "CSRA-CUTA: Road Traffic Signs Sub-committee; Road Signs Note no 13, the SA Road Traffic Signs Manual" and shall be approved by the Engineer before the commencement of construction.

DM 5.2 METHODS AND PROCEDURES

DM 5.2.2 Cut And Borrow

PS DM 5.2.2.2 Dimensions of cuts

Substitute “subbase” in the second paragraph of DM 5.2.2.2 with “subbase or selected layer, whichever may be applicable”, and

Substitute “CBR of at least 7” with “CBR as applicable according to the provisions of PS DM 3.2.3”.

PS DM 5.2.2.3 b) Cut to spoil

Substitute DM 5.2.2.3(b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site (as described in PS D 5.2.2.3) and shall be shaped to establish a free draining surface.

PS DM 5.2.2.4 Temporary stockpiling of materials

Add the following to DM 5.2.2.4:

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. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

DM 5.2.3 Treatment of Road bed

PS DM 5.2.3.3 Treatment of road bed

- a) Preparation and compaction of road bed.

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The road-bed shall be scarified to a depth of 150 mm, watered, shaped and compacted to 93 % of MAASHTO density (100 % for sand), except where otherwise ordered by the Engineer.

In clay areas excavation and shaping to the level as approved by the engineer will be necessary.

PS DM 5.2.5 Selected Layer

Add the following to DM 5.2.5:

The Engineer may, depending on the quality of the in situ material, order the omission one or both of the selected layers. To determine the amount of selected layers, if any, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1,5 m x 1,5 m and 1,0 m deep at positions indicated by the Engineer, before construction commences.

The Contractor shall backfill all test holes with selected material and compact it to 95 % of MAASHTO density (100 % for sand), after the Engineer has taken samples and profiled the holes.

DM 6 TOLERANCES

PS DM 6.5 DIMENSIONS AND LEVEL CONTROL

The Contractor shall submit to the Engineer, in a form acceptable to the Engineer, records of dimension and level control, prior to requesting the Engineer to carry out any routine inspections.

DM 7 TESTING

PS DM 7.2 PROCESS CONTROL

Amend table 1 of DM 7.2 as follows:

Substitute “2 000 m²” with “1 500 m²”, “1 500 m²” with “1 200 m²” and “5 000 m²” with “3 000 m²”.

PS DM 7.3 ROUTINE INSPECTION AND TESTING

Substitute DM 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

It is the responsibility of the contractor to prove to the engineer that all the layer works prepared and constructed complies with the minimum specifications specified at the cost of the contractor. The costs of these tests shall be deemed included in the relevant rates for construction of such items.

If the Engineer dispute any test results submitted by the contractor the engineer shall request routine testing. The results which do not comply with the specified minimum requirement for the material or layer, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

DM 8 MEASUREMENT AND PAYMENT

PS 8.2.1 Volume only measured once

Substitute the first sentence in DM 8.2.1 with the following:

Earthworks will be measured by volume for compacted fill from cut shapes.

DM 8.3 **SCHEDULED ITEMS**

PS DM 8.3.4 Cut To Fill, Borrow to Fill **Unit: m³**

Add the following:

Substitute “90 %” in DB 8.3.4 with “93 % (100 % for sand)” and “road prism” with “road prism and borrow pits”.

Add the following:

Separate items will be scheduled for fill in the road prism, fill on spoil areas and fill on erven (where a minimum density for such spoil material is required by the Engineer) and fill from the road prism, fill from the site and fill from commercial sources.

Overhaul within the road reserve is included.

The rate for fill from commercial sources shall, in addition to the requirements of DM 8.3.4, cover the cost of the location of the source, complying with all the applicable precaution as set out in DM 5.1, obtaining the material, selection and transport from the source to the point on the road where it is to be used.

Excavation in intermediate material will not be measured separately and is deemed to be included in the rate tendered.

On the areas where fill is to be placed, the area will first be prepared by ripping and scarifying the area to ensure sufficient mixing with the fill to be placed onto the area. Rate will be based on all relevant amendments in the project specifications.



SABS 1200 L : MEDIUM PRESSURE PIPELINES

L 3 : MATERIALS

PS L 3.1 : General

Add the following:

Types and class shall be specified on the drawings.

PS L 3.8 : Jointing materials

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 3.9.5 : Joints, Bolts, Nuts and Washers

Substitute L 3.9.5 with the following:

All, joints, bolts, nuts and washers shall be stainless steel.

PS L 3.10 : Valves

PS L 3.10.1 : Valves

All valves shall comply with the requirements of SABS 664, shall bear the SABS mark, and shall be suitable for a working pressure of 1.6 MPa. All valves must be supplied with a square spindle nut, suitable to be used with a valve key. The standard for valves utilised by the Langeberg Municipality is AVK Ductile Iron RSV Valves for uPVC Pipes, socket ended or similar approved equivalent.

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 3.10.3 : Air Valves

Vent - O - Mat Series RB, or similar, air valves shall be used.

PS L 3.11.6 : Surface boxes

Add the following to L 3.11.6:

The type of box shall be as specified on the drawings.

L 4 : PLANT

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.

L 7 : Testing

PS L 7.3 : Standard hydraulic pipe test

PS L 7.3.1 : Test pressure and time of test

Add the following to L 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 L 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 e.g. class 9 uPvc pipe (90 meter water pressure) shall be tested at 135 meter water pressure.

Substitute L 7.3.1.3 with the following:

The test pressure applied according to L 7.3.1.2 must, with allowance for any level difference along the pipe line, be such that the pressure at any point in the pipe will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

PS L 8 : Measurement and payment

PS L 8.2 : Scheduled items

PS L 8.2 3 : Extra-over 8.2.1 for 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 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 8.2 11 : Anchor/Thrust blocks and pedestals

Unit : m³

Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all formwork and reinforcement (where specified) for the required dimensions.



SANS 1200 LB : BEDDING (PIPES)

LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIAL

Substitute LB 3.1 with the following:

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

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

PS LB 3.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply mutatis mutandis.

PS LB 3.3 BEDDING

Add the following to LB 3.3:

HDPE pipes shall be classified as flexible pipes.

PS LB 3.4 SELECTION

PS LB 3.4.1 Suitable Material Available from Trench Excavation

Substitute the first sentence of LB 3.4.1 with the following:

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

PS LB 3.5 POLYETHYLENE WARNING TAPE

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

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

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

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

LB 5 CONSTRUCTION

LB 5.1 GENERAL

PS LB 5.1.4 Compacting

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

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 Supply of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

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

Rate will include all relevant amendments in the project specifications.

PS LB 8.1.3 Volume of Bedding Materials

Add the following to LB 8.1.3:

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

PS LB 8.1.4 Separate Items for Cradle and Blanket

Substitute LB 8.1.4 with the following:

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

PS LB 8.1.5 Disposal of displaced material

Substitute LB 8.1.5 with the following:

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

PS LB 8.2.1 Provision of bedding from trench excavations Unit: m³

In LB 8.2.1 replace “0.5km” with “*the site boundaries*” and “*within a freehaul distance of 0.5km*” with “*to an approved dumping site*”.

Add the following to LB 8.2.1:

The rate will include for PS LB 3.4.1 and also cover the costs for sourcing the material from other necessary excavations (should this be required), for example the bulk earthworks, and all necessary steps to be taken by the Contractor (including but not limited to labour, construction equipment, sieving and modifications) to ensure that the material complies with the relevant project specifications of SANS 1200 LB Clause 3.

Rate will be based on all relevant amendments in the project specifications.

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

Add the following to LB 8.2.2.3:

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

Add the following to LB 8.2.2.3 (d):

Bedding for adverse soil conditions

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

Rate will include all relevant amendments in the project specifications



SABS 1200 LE : STORMWATER DRAINAGE

LE 3 MATERIALS

LE 3.1 CULVERT UNITS AND PIPES

PS LE 3.1d) Skewed Ends

Substitute LE 3.1(d) with the following:

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

LE 3.4 MANHOLES, CATCHPITS AND ACCESSORIES

PS LE 3.4.3 Manhole Covers, Grid Inlets, Etc.

Add the following to LE 3.4.3:

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

PS LE 3.4.4 Step Irons

Substitute LE 3.4.4 with the following:

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

PS LE 3.6 GEOFABRIC BLANKET

Substitute LE 3.6 with the following:

PS LE 3.6 MATERIALS FOR SUBSURFACE DRAINS

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

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

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

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

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

D15 : 0,2 mm to 0,4 mm

D85 : 1,2 mm to 4,7 mm

LE 5 CONSTRUCTION

LE 5.1 TRENCH BOTTOM

PS LE 5.1.3 Unsuitable Founding Conditions

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

LE 5.2 BEDDING AND LAYING

PS LE 5.2.2 Pipe Culverts

Add the following to LE 5.2.2:

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

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

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

Substitute LE 5.2.4 with the following:

Pipes shall not be laid with open joints.

LE 5.5 CATCHPITS, MANHOLES, INLETS, AND OUTLET STRUCTURES

PS LE 5.5.1 General

Add the following to LE 5.5.1:

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

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

LE 8 MEASUREMENT AND PAYMENT

LE 8.2 SCHEDULED ITEMS

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

Add the following to LE 8.2.1:

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

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

Add the following to LE 8.2.4:

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

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

Substitute LE 8.2.8 with the following:

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

The rate shall cover the cost of excavating and backfilling with 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.

Rate will be based on all relevant amendments in the project specifications.

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SABS 1200 M: ROADS (GENERAL)

M3 CONSTRUCTION

The contractor's attention is drawn to the fact that the widening of road shall be done according to the benching method. No additional payment will be made with regard thereto and all the costs relating to the benching-method is deemed to be included in the various rates for the widening.

M 5 CONSTRUCTION

Add the following paragraph:

PS M 5.1 SELECTION

The Contractor shall deal selectively with material when existing roads are broken up in order that suitable material is not contaminated with unsuitable material. If suitable material is contaminated, the Contractor shall replace such contaminated material with suitable material, at his own expense.

M 6 TOLERANCES

PS M 6.3 FREQUENCIES OF CHECKS

Add the following to M 6.3:

These checks shall be submitted to the Engineer for his approval.

M 7 TESTING

PS M 7.3 ROUTINE INSPECTIONS AND TESTING

Substitute M 7.3.3 with the following:

Statistical evaluation of test results shall not be applicable to this contract and all tests shall meet the specified minimum requirements for the specific material.

PS M 8 MEASUREMENTS AND PAYMENT

Add the following to M 8:

It is the responsibility of the contractor to prove to the engineer that all the materials and layer works prepared or constructed complies with the minimum specifications specified at the cost of the contractor. The costs of these tests (UCS-, compaction test results, etc.) shall be deemed included in the relevant rates for construction of such items.

If the Engineer dispute any test results submitted by the contractor the engineer shall request routine testing. The results which do not comply with the specified minimum requirement for the material or layer, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

The cost of all routine testing done by the Engineer, and of which the results are in accordance with the specification shall be paid by the contractor. The contractor may claim this billed cost plus superintendence and administration in his next payment certificate. The cost of failed testing shall not be claimable by the contractor. The employer may elect to pay the commercial laboratory himself, in which case no payment will be made to the contractor for this work. An administration fee on the routine testing for the engineer has been allowed for where paid through the contractor.

SABS 1200 ME: SUBBASE

ME 3 MATERIALS

ME 3.2 PHYSICAL PROPERTIES

PS ME 3.2.1 Subbase Material

Substitute ME 3.2.1 with the following:

- a) Materials of G5 quality for use in the subbase shall comply with the requirements in TRH14 – Natural aggregate for pavement layers (G5)
- i) Maximum size of aggregate after compaction 63 mm
- ii) Maximum liquid limit 30
- iii) Maximum plasticity index (PI) 10
- iv) Maximum linear shrinkage 5 %
- v) Minimum CBR at 95 % of MAASHTO density 45
- vi) Maximum CBR swell at 100 % of MAASHTO density 0,5 %
- vii) Maximum group index 0
- viii) Minimum grading modulus (GM) 1,5 %

Note:

The maximum size aggregate for G5-material used as base for sidewalks shall not exceed 38mm.

ME 5 CONSTRUCTION

ME 5.4 PLACING AND COMPACTION

PS ME 5.4.1 Placing

Substitute “the project specification” in the second paragraph of ME 5.4.1 with “ME 6.1.4”.

- o PS ME 5.4.5..... **Work In Restricted Areas**

No additional payment shall be made for work in restricted areas and any relevant costs shall be deemed to be included in the tendered rates.

ME 5.7 TRANSPORT

PS ME 5.7.1 Free haul

Substitute ME 5.7.1 with the following:

An unlimited free haul distance shall apply to subbase material.

ME 7 TESTING

ME 7.2 PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

PS ME 7.2.1 Process Control

Replace “1500 m²” with “1000 m²” and replace “5000 m²” with “2500 m²” in Table 2 of ME 7.2.1.

Each area of road widening will be subject to process control.

PS ME 7.2.2 Routine Inspection and Testing

Substitute the second sentence of ME 7.2.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

ME 8 MEASUREMENT AND PAYMENT

PS ME 8.2 COMPUTATION OF QUANTITIES

Substitute ME 8.2 with the following:

Measurement and payment shall be to the exact dimensions as shown on the drawings.

DM 8.3 SCHEDULED ITEMS

PS ME 8.3.3 Construct subbase course/gravel wearing course with material from commercial source

Unit: m³

Add the following to ME 8.3.3:

Materials to comply with the requirements of a wearing course and will be based on all relevant amendments in the project specifications. Rate to include PS M 7.3, PS ME 3.2.1, PS ME 5.4.1, PS ME 5.7.1, PS ME 7.2.1, PS ME 7.2.2, PS ME 8.2 and all other relevant amendments in the project specifications.



SABS 1200 MJ: SEGMENTED PAVING

MJ 3 MATERIAL

MJ 3.1 UNITS

PS MJ 3.1.2 Class, Strength And Type

Add the following to MJ 3.1.2:

The type of paving shall be as specified in the bill of quantities.

MJ 5 CONSTRUCTION

PS MJ 5.7 JOINT FILLING

Joint filling shall be done with a 1:3 cement-sand mix.

MJ 6 TOLERANCES

PS MJ 6.2 PERMISSIBLE DEVIATIONS

Add the following to MJ 6.2:

The degree of accuracy shall be degree I.

MJ 7 TESTING

PS MJ7.1.1 TESTING: GENERAL: CHECKING

Add the following to MJ7.1.1:

A SANS accredited laboratory must be used for conducting tensile splitting tests on the materials that will be used in construction. Testing on batches will be as instructed by the Engineer.

MJ 8 MEASUREMENT AND PAYMENT

MJ 8.2 SCHEDULED ITEMS

PS MJ 8.2.2 Construction of Paving Complete..... Unit: m³

Add the following to MJ 8.2.2:

The rate shall also cover the cost of the cement-sand mix as specified in PS MJ 5.7. The units to be used in construction must have spacer nibs.

SABS 1200 MK: KERBING AND CHANNELLING

MK 3 MATERIALS

MK 3.2 PRECAST KERBING AND CHANNELLING

PS MK 3.2.3 Strength

Substitute MK 3.2.3 with the following:

Precast kerbs, edging and channels shall be of grade 20 Mpa/19 mm concrete.

PS MK 3.9 BEDDING MATERIAL

Substitute MK 3.9 with the following:

The material, on which concrete kerbs, channels and edging are bedded, shall be in accordance with the dimensions shown on the drawings and shall consist of a 1:3:6 concrete mix with a 6,7mm single size coarse aggregate.

MK 5 CONSTRUCTION

PS MK 5.1 EXCAVATION AND BEDDING

Substitute "90 %" in MK 5.1 with "93 % (100 % for sand)".

PS MK 5.2 PRECAST CONCRETE KERBING AND CHANNELLING

Substitute the first sentence of MK 5.2 with the following:

Precast concrete kerbing and channelling shall be laid and bedded on concrete bedding complying with the requirements of PS MK 3.9 and to the dimensions shown on the drawings.

PS MK 5.11 TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

Substitute the first sentence of the second paragraph of MK 5.11 with the following:

Inlet and outlet structures shall be in accordance with the details shown on the drawings.

MK 8 MEASUREMENT AND PAYMENT

PS MK 8.1 BASIC PRINCIPLES

Substitute the second sentence of MK 8.1.1 with the following:

Deductions will be made for catchpits, etc.

Add the following to MK 8.1.1:

Payment shall include the provision of expansion joints as specified.

MK 8.2 SCHEDULED ITEMS

PS MK 8.2.1 Concrete kerbing Unit: m

The rate shall include provision for expansion joints every 10m interval, neatly corked with polystyrene and sealed off to the approval of the engineer.

Rate will be based on all relevant amendments in the project specifications.

PS MK 8.2.2 Concrete kerbing and channelling combined Unit: m

The rate shall include provision for expansion joints every 10m interval, neatly corked with polystyrene and sealed off to the approval of the engineer.

Rate will be based on all relevant amendments in the project specifications.

PS MK 8.2.15 Street Name and Transition Kerbs Unit: No

The provisions of MK 8.2.1(b) shall apply mutatis mutandis.

Rate will be based on all relevant amendments in the project specifications.

SANS 1200 MM : ANCILLARY ROADWORKS

MM 3 MATERIALS

MM 3.2 ROAD SIGNS

PS MM 3.2.1 General

Add the following to MM 3.2.1:

All road signs and road markings shall be in accordance with the SA Road Traffic Signs Manual and as shown on the drawings.

No special breakaway devices are required.

PS MM 3.2.2 Structural Steel

Substitute the second paragraph of MM 3.2.2 with the following:

All structural steel, including steel tubes, shall have a hot-dip (galvanized) zinc coating that complies with the requirements of SABS 763 for coatings of type A1 or B1 articles, as applicable.

MM 5 CONSTRUCTION

MM 5.2 ROAD SIGNS

PS MM 5.2.1.1 Supports

All the supports for signboards shall be galvanised supports. Confirm with the engineer and the local authorities before any materials is purchased and delivered to site

PS MM 5.2.1.6 Galvanizing

Substitute the second paragraph of MM 5.2.1.6 with the following:

Galvanized mild steel supports for road signs shall be painted in accordance with PS MM 5.2.2.4.

MM 5.2.2 Painting

PS MM 5.2.2.4 Painting of structural steelwork

The provisions of MM 5.2.2.4 shall apply mutatis mutandis to the painting of galvanized surfaces, except for the following:

a) Surface preparation

Galvanized surfaces shall be thoroughly scrubbed down using an approved galvanized iron cleaning agent to remove all traces of the resin protective coating.

The surface shall be washed down and scrubbed to remove all traces of grease, oil, dirt, etc.;

b) Priming

Two coats of calcium plumbate primer shall be applied to a dry film thickness of at least 25 microns. The undercoat shall follow within one week after the priming.

c) Finishing coat

The colour of the finishing coat shall be dark grey, as specified in MM 3.2.8.2.

MM 8 MEASUREMENTS AND PAYMENT

PS MM 8.3.8 Sign faces of 1.4mm thick chromadek steel plate including pedestal Unit.: No

Add the following to MM 8.3.8:

Rate will be based on all relevant amendments in the project specifications.

PART C: ENVIRONMENTAL REQUIREMENTS

See OHSA specifications



Project Health and Safety Specification

In terms of Construction Regulations 2014

Client

LANGEBERG MUNICIPALITY

Description of Project Works

**UPGRADING AND REHABILITATION OF WATER NETWORKS; ASHTON,
BONNIEVALE, ROBERTSON AND MONTAGU**

Project Location

**VARIOUS LOCATIONS, LANGEBERG MUNICIPAL
AREA**

Date

NOVEMBER 2020

PROJECT HEALTH AND SAFETY SPECIFICATION TABLE OF CONTENTS

1. Specific Project Information

- 1.1 Introduction and Definitions
- 1.2 Background to the Health and Safety Specification
- 1.3 Purpose of the Health and Safety Specification
- 1.4 Implementation of the Health and Safety Specification
- 1.5 Project Directory
- 1.6 Project Details
- 1.7 Existing Environment
- 1.8 Available Drawings
- 1.9 Project Health and Safety Requirements
- 1.10 Interface and Restrictions by Client
- 1.11 Safety File Return to Client

2. Further Requirements

- 2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014
- 2.2 Management and Supervision of Construction Work
- 2.3 Notification of Intention to Commence Construction Work
- 2.4 Construction Work Permit
- 2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site
- 2.6 Competency for Contractor's Responsible Persons
- 2.7 Compensation of Occupational Injuries Act 130 of 1993 (COIDA)
- 2.8 Occupational Health and Safety Policy
- 2.9 Health and Safety Organogram
- 2.10 Risk Assessments
- 2.11 Health and Safety Representative(s)
- 2.12 Health and Safety Committee
- 2.13 Medical Certificate of Fitness
- 2.14 Health and Safety Training
 - 2.14.1 Induction
 - 2.14.2 Awareness
- 2.15 Competency
- 2.16 General Record Keeping
- 2.17 General Inspection, Monitoring and Reporting
- 2.18 Emergency Procedures
- 2.19 First Aid Box and First Aid Equipment
- 2.20 Accident / Incident Reporting and Investigation
- 2.21 Hazards and Potential Situations
- 2.22 Occupational Health and Safety Signage
- 2.23 Management of Contractors by Principal Contractor
- 2.24 Stacking of Materials
- 2.25 Housekeeping and General Safeguarding on Construction Sites
- 2.26 Construction Vehicles and Mobile Plant
- 2.27 Electrical Installations and Machinery on Construction Sites
- 2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites
- 2.29 Water Environments

- 2.30 Fire Precautions on Construction Sites
- 2.31 Construction Employees' Facilities
- 2.32 Fall Protection
- 2.33 Temporary Works
- 2.34 Excavation
- 2.35 Demolition Work
- 2.36 Tunnelling
- 2.37 Scaffolding
- 2.38 Bulk Mixing Plant
- 2.39 Rope Access Work
- 2.40 Hazardous Chemical Substances (HCS)
- 2.41 Noise Induced Hearing Loss
- 2.42 Explosives and Blasting
- 2.43 Personal Protective Equipment (PPE)
- 2.44 Asbestos
- 2.45 Pressure Vessels (Including Gas Bottles)
- 2.46 Fire Extinguishers and Fire Fighting Equipment
- 2.47 Lifting Machinery and Tackle
- 2.48 Ladders and Ladder Work
- 2.49 General Machinery
- 2.50 Portable Electrical Tools
- 2.51 High Voltage Electrical Equipment
- 2.52 Public Health and Safety
- 2.53 Night Work
- 2.54 Environmental Conditions and Flora and Fauna
- 2.55 Occupational Health
- 2.56 Suspended Scaffolds
- 2.57 Material Hoists
- 2.58 Explosive Actuating Fastening Devices
- 2.59 Confined Spaces

Annexure A

- Task Completion Form

Annexure B

- Contractor's Responsible Persons

Baseline Risk Assessments

Health and Safety Specification Acknowledgement Receipt

1.0 SPECIFIC PROJECT INFORMATION

1.1 INTRODUCTION AND DEFINITIONS

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

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational Health and Safety Act 1993 is in addition to the requirements of this Health and Safety Specification and is part of the Contractor's responsibility. The Client will monitor that the Contractors comply with the requirements of such legislation.

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

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

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

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

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

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

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

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

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

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

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

"construction work" means any work in connection with-

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

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

"contractor" means an employer who performs construction work;

Note:

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

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

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

"designer" means a competent person who-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"structure" means-

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

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

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

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

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

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

Tender documents Drawings

IMPORTANT NOTE:

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

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

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

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

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

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.
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Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will conduct Health and Safety audits of the works too.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

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

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant

contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

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

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

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

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

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

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

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

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

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

1.4.1 Client Duties

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

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

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely

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

1.4.2 Designer Duties

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

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

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

1.5 PROJECT DIRECTORY		
Project Client	Langeberg Municipality	Tel: TBA
Contact Person	M Johnson	e-mail: TBA
Project Manager	Langeberg	Tel: 023 6268200
Contact Person	Municipality NW Albertyn	Cell: TBA e-mail: nalbertyn@langeberg.gov.za
Consulting Engineer	Langeberg	Tel: 023 626 8200
Contact Person	Municipality NW Albertyn	Cell: TBA e-mail: nalbertyn@langeberg.gov.za
Architect	n/a	
Construction Safety Agent (Pre Construction)	TBA	Tel:
Contact Person		Cell:
		e-mail:

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work WESTERN CAPE – Fezeka Ngalo	Tel: 021 441 8158 e-mail: fezeka.ngalo@labour.gov.za Mobile: 083 365 0681
Department of Labour http://www.labour.gov.za/DOL/contacts/Labour%20Centres/la bour-centres-western-cape BELLVILLE P. O. Box 1789 Bellville 7535	Tel: 021 941 7000 Fax: 021 941 7063
Telecommunications, Water and Electricity Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager.	
Gas n/a	

1.6 PROJECT DETAILS

Description of Works

Supply and delivery of materials and installation of water networks in build-up areas, including:

- Supply and delivery of water pipes, bedding, filling and repairs to road structure where required
- Excavations
- Backfilling
- Roadway repairs
- Road marking

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Anticipated Construction Duration

4 Months

Provisional Start Date

TBA

Completion Date

TBA

1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

Heat stress is a possibility

Snakes may be present in areas of the works

Members of public, road traffic are present

Existing services – overhead services are present

Overhead, Above Ground and Underground Services crossing the site: Overhead:

Telkom, Eskom, Municipal Electricity

Underground: Present but will not affect works

Ground level: Street lights, sub stations

Service Drawings available: No, part of wayleave application

Wayleaves required: Yes, contractor to apply for

Permits required: Yes, contractor to apply for

Isolations required: Not thought to be applicable

Existing structures and surrounding land use (with a significant impact on Health & Safety):

Areas of works will be in various locations, including urban areas, peri-urban areas and rural areas.

Residential and commercial property will be present at some sites.

Existing ground conditions and ground survey report:

n/a

Existing Traffic Systems

Condition: 2 way surfaced roads in good condition for most part, but with potholes in places

Restrictions to access: None known

Speed restrictions: Usual urban speed restrictions applicable as per posted speed limit signage

1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Designer and Safety Agent:

Members of the public and traffic management – the site is located near and within existing residential area with attendant safety issues regarding risks to members of public, road traffic and animals. The health and safety of members of public and road users must be a priority at all times and all necessary steps must be taken to prevent unauthorised entry to site. Existing roads will remain open during works. This is a critical hazard to traffic/members of public and to workers in the road who must have high visibility clothing on at all times. Safety of road users and workers is crucial and must be addressed in the Traffic Management Plan to be supplied by contractor and approved by the Project Manager to address safe accommodation of traffic and the measures to be in place to protect members of the public and workers from any dangers associated with the construction works being undertaken. Stop / Go controls, delineators, cones and trained flag personnel required to be in place as per Traffic Management Plan. The Contractor is responsible for directional signage to divert the public and road users. All flag persons to be trained and to control traffic with red flags and to have high visibility clothing on at all times.

Other construction hazards expected are as follows:

Asphalting
Cutting Off Disc
Fire
Flammable Liquids / Gas
Hand tools
Hazardous Substances
Manual Handling of General Items
Noise and Dust
Overhead Services (Working near)
Painting
Plant/Vehicle and Equipment Operation
Road Construction
Road Marking
Road Working – in or next to (inc Traffic Management)
Snakes
Underground Services

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)

Site establishment Traffic
Management Plan
Other method statements as per contract programme

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Work with Electricity: n/a
Confined Space Permit: n/a
Hot Works Permit: n/a
Permit to Work under Power Lines: TBA
Blasting: n/a
Temporary Works: n/a

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and non-conformances reported by the Safety Officer to the Contractor's management team. All non-conformances identified by the Safety Officer must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2015 the safety officer must have formally applied to be professionally registered with the SACPCMP. If their registration is not yet complete, the safety officer must be in possession of a "Registration Verification Letter" which will be issued by the SACPCMP.

Part time safety officer required to conduct at least fortnightly site safety audits.

MEDICAL CERTIFICATE OF FITNESS

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H&S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

The Traffic Management Plan must be approved by the Traffic Chief as per the National Road Traffic Act, No. 93 of 1996. The Traffic Safety Officer must have training as per Unit Standard 14561 or similar.

Traffic Management Plan and competent supervision required on site.

ENVIRONMENTAL CONDITIONS

Contractor must take into account the affect of adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain and wind. Particular attention must be paid to lifting operations in windy conditions. The open nature of the site works will not preclude any of the above.

Workers exposed to extreme heat may be at risk of heat stress which can result in heat stroke, heat exhaustion, heat cramps, or heat rashes. Employers should communicate guidelines for prevention and treatment. Plenty of fresh water must be available to be taken regularly in small quantities. At the hottest time of the day, taking a break in the shade or cool area is advised. A reduced work rate at this time can also be considered.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles: Off existing road network

Access to site by Construction Workers and Visitors: Off existing road network

All service providers must sign a 37.2 Mandatory Agreement and must be inducted before they can be allowed on site.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD

Site camp location and set up

- **Restrictions / requirements:** }
 - **Storage areas:** }
 - **Security:** }
- Contractor to advise in consultation with Engineer / Professional Team

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Please note that toilets should be provided with built in facilities for hand washing:

- **Toilets:** }
 - **Washing facilities:** }
 - **Drinking Water:** }
 - **Shelter:** }
 - **Showers:** }
- Contractor to provide as per Regulations

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: n/a

General Fencing of Site: Note that construction sites in built up areas adjacent to public way must be fenced off and have controlled access points.

Site camp must be fenced off with 1.8m high metal fencing. Traffic Management measures on the road side of works must be in place and barricading on pedestrian side.

Warning Notices: Construction warning signage must be prominently displayed to avoid unauthorised access to site and to warn of dangers associated with construction works.

Look Outs: TBA

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes

Safety Harnesses: n/a

Hard Hats: n/a **Reflective**

Vests: Yes

Goggles / gloves / ear defenders / respiratory protection: Yes, as per risk assessments

Safety Footwear: Yes

Specialist Equipment (e.g. for confined Spaces): TBA

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Bitumen

Asphalt

Petrol

Diesel

LPG Cement

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:
n/a

The following Client safety rules and/or requirements are to be observed:

All workers are to receive induction prior to commencement of work on site.
Other safety rules and requirements to be advised at induction.
Please also refer to tender document.

Restrictions on times, access or other restrictions by Client

Please refer to tender document.
Other restrictions may be advised at induction.

1.11 SAFETY FILE RETURN TO CLIENT

The Safety File for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in a hard copy format.

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent or a Contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
 - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - appoint each contractor in writing for the part of the project on the construction site
 - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
 - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
 - stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client or the Client's Safety Agent;
- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H&S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No contractors may be left unsupervised on site by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all-inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work starts on or after the 7th of February 2017 and the works contract is of a value exceeding R40 million or Construction Industry Grading Board (CIDB) grading level 8.

It is the Construction Health and Safety Agent's responsibility to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractors safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

2.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.

2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

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

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all

attendees. This record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SANS.

2.23 Management Of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- that all plant and vehicles are fitted with amber rotating beacons and reverse alarms.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to

ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;

- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

2.29 Water environments

Not thought to be applicable to this project.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;
 - there are conspicuous notices prohibiting smoking;
 - oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is

maintained in a good working order;

- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

Not thought to be applicable to this project.

2.33 Temporary works

Not thought to be applicable to this project.

2.34 Excavation

Not thought to be applicable to this project.

2.35 Demolition Work

Not thought to be applicable to this project.

2.36 Tunneling

Not thought to be applicable to this project.

2.37 Scaffolding

Not thought to be applicable to this project.

2.38 Bulk mixing plant

Not thought to be applicable to this project.

2.39 Rope Access Work

Not thought to be applicable to this project.

2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
 - Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

Not thought to be applicable to this project.

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

Not thought to be applicable to this project.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate fire fighting equipment (Fire Extinguishers).

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

Not thought to be applicable to this project.

2.48 Ladders and Ladder work

Not thought to be applicable to this project.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

Not thought to be applicable to this project.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

Not thought to be applicable to this project.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

Not thought to be applicable to this project.

2.57 Material Hoists

Not thought to be applicable to this project.

2.58 Explosive Actuated Fastening Device

Not thought to be applicable to this project.

2.59 Confined Spaces

Not thought to be applicable to this project.

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Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least fortnightly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Fire fighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key: OHSA – Occupational Health and Safety Act, 1993

ANNEXURE A

The Contractor shall submit the info below in an Annexure 2 prior to construction commencement.

Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1.	Notification of Intention to Commence Construction	Construction Regulations 2014	At least 7 days before commencement on site
2.	Construction Work Permit	Construction Regulations 2014 (only with certain size and duration projects)	At least 30 days prior to project commencement
3.	Assignment of Responsible Person to Manage Building Work via Health and Safety Organogram	Construction Regulations 2014	Before commencement on site
4.	Competency for Health and Safety Positions	Client / Safety Agent requirement	Before commencement on site
5.	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site
6.	Occupational Health and Safety Policy	Client / Safety Agent requirement	Before commencement on site
7.	Risk Assessment, Safety Plan and Fall Protection Plan, Demolition Method Statement	Client / Safety Agent requirement	Before construction work commences

ANNEXURE B - The contractor shall make the following appointments, as required:

Chief Executive Officer (OSHACT 16(1))
Contract Director/Manager (OSHACT 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSHACT 9(2))
Competent Person – Confined Spaces (GAR 5(1))

BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Asphalting	Fire Burns to skin Skin disease	- Suitable fire extinguisher to be in place prior to commencement of works - Ensure competent personnel using materials and competent and trained machinery/equipment operators - Ensure there is a safe place of work at all times - Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) including safety boots, reflective vests and gloves - Health and Safety data sheet required
2.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	- Use competent personnel. - Hot works control- fire extinguisher, fire watchman. (Permit may be required) - PPE to include gloves, eye protection, hearing protection - Solid working position. - Clear working area - Correct grade of blade must be used. - Good ventilation to be provided (forced if necessary). - Changing of wheels to be by competent persons only - Cut off discs must not be used for grinding (grinding disc thicker) - Bystanders to wear hearing protection, as applicable
3.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	- No littering on site which could become fire hazard, maintain site in clean condition. - No fires to be lit on site. Have a working fire extinguisher at hand at all times. - No smoking or naked flame near flammable substances or in unauthorised areas - Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
4.	Flammable Liquids and Gases (Use of)	Fire Explosion	- No littering on site which could become fire hazard, maintain site in clean condition. - Have a working fire extinguisher at hand at all times. - No smoking or naked flame near flammable substances or in unauthorised areas - Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices - Equipment must be in good condition, maintained - Personnel using substances must be trained in safe use and risks
5.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	- Ensure: - Tool is correct for job - Tool is in good order and suitably sharp - Personnel must be competent/instructed in tool usage and tool safely - Lighting is sufficient - Access is safe, working platform is secure, leading edge is guarded - Operative is wearing all necessary PPE
6.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	- Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) - Know what First Aid measures are - Have welfare facilities available for washing of hands, etc.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
7.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	- Personnel should be aware of safe manual handling techniques - Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. - Ensure good housekeeping against tripping/fall hazards. - Operative to get assistance if load too heavy- team lift if necessary. - Utilise mechanical lifting and carrying aids where possible. - Personnel to ensure access equipment, ladders will take weight of operative and load being carried. - Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled.
8.	Members of Public – Protection of	Injury to member of public and road users from site works	- Barriers and signage to be in place - Workers must warn away any members of public from the works - Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public - Traffic turning into site – traffic management and signage as required. - Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible - Refer to plant risk assessment for details on plant safety precautions - NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
9.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	- Wear respiratory and hearing protection - Dampen down and minimise dust where possible.
10.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	- Maintain safe clearance levels - Establish presence of any services via proper walk through survey of site and/or means of service drawings - Wear personal protective clothing - Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services - Obtain information on clearance levels from service provider
11.	Painting	Contact with paint	- Refer to safety data sheet for usage instructions, hazards and precautions required. - When working at height, refer to risk assessment addressing this hazard below.
12.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	- Implement traffic protection measures - Trained and competent operators must be used - Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. - Medical certificates of fitness required for construction plant. - Crossing of road by construction vehicles or machines must be limited to the practical minimum - Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. - Wear appropriate protective clothing/equipment, e.g. goggles, gloves, ear defenders, etc. as appropriate.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
13.	Road Construction	Risk of being struck by vehicles	• Ensure traffic management measures in place • No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. • Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. • Crossing of road by personnel must be limited to the practical minimum • Use of fencing or other barriers as appropriate
14.	Road Marking	Contact with moving vehicles Fire	• Ensure suitable and sufficient road signs are erected, as applicable • Possible road or lane closure may be required – traffic management may be required • Fire Extinguisher to be situated in a suitable area, use dry powder or foam
15.	Road Working – working in or next to road	Injury to workers caused by passing traffic Injury to road users and pedestrians by works	• Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site. • Traffic management plan to be approved by Municipality and, if necessary, traffic department • No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. • Use safety signage to warn traffic and pedestrians of construction works • Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area. • Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. • Crossing of road by personnel must be limited to the practical minimum • Use of fencing or other barriers as appropriate
16.	Snakes	Snake bite	• Qualified first aider required for site who can treat snakebite • Snake bite kit to be on hand • Check area before working • Find out nearest hospital and get emergency telephone numbers.
17.	Underground Services	Striking of buried services	• Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g. Municipality or ESKOM) when planning work. • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. • Comply with the requirements of the safe system of work for underground services. • Where available, locate services with a locator • Hand dig around services

ISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date	Revision Date

Acknowledgement:

I, _____ representing
 _____ (Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

 Signature of Contractor

 Date

Comments:

C3.5 Management

CONTENTS

3.5.1 CONTRACT ADMINISTRATION

3.5.2 LABOUR INTENSIVE CONSTRUCTION / PARTICIPATION OF TARGETED LABOUR

3.5.3 PARTICIPATION OF TARGETED ENTERPRISES

3.5.1. CONTRACT ADMINISTRATION

The Contractor shall submit with each monthly statement for payment, the following returns – the format of which are: are included in C3.6 : Annexes.

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Project Labour Report

Annex 3: Targeted Labour Contract Participation Expenditure Report

Annex 4: Targeted Enterprise Contract Participation Expenditure Report

The Project Labour Report must include details of all labour (including that of sub-contractors) that earns less than R200 per day (excluding any benefits) employed from within the Target Area 1 – Local Area on this contract in the month in question.

3.5.2. LABOUR INTENSIVE CONSTRUCTION / PARTICIPATION OF TARGETED LABOUR

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this Contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled employment opportunities and employ workers from the local community.

3.5.2.1 **Minimum Targeted Labour contract participation**

To this end, a minimum targeted labour contract participation goal (CPG_{2L}) set by the Employer for this Contract is specified in Section 3.3.3 of Part C3.3: Procurement in the Scope of Work, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The minimum Targeted Enterprises and Targeted Labour (Local Resources) contract participation goal set by the Employer may be such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Engineer to do so, submit details of his/her plan to achieve the minimum targeted labour contract participation goal (CPG_{2L}).

3.5.2.2 **Recruitment of targeted labour**

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Regional / District / Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Engineer.

3.5.2.3 Records

Credits towards the achieving the minimum targeted labour contract participation (CPG_{2L}) shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the net value of the contract. No credits shall be accorded should the contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

In addition to the forms required for contract administration (the Project Labour Report and Targeted Labour Contract Participation Expenditure Report, in particular), the Contractor shall furnish the Engineer with copies of the employment contracts entered into with targeted labour, as well as evidence of payments to the such labour in the form of copies of payslips or payroll runs.

3.5.2.4 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.3. PARTICIPATION OF TARGETED ENTERPRISES

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

3.5.3.1 Minimum Targeted Enterprises contract participation

To this end, a minimum targeted enterprises contract participation goal (CPG_{2E}) set by the Employer for this Contract is specified in Section 3.3.3 of Part C3.3 : Procurement in the Scope of Work, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum targeted enterprises contract participation (CPG_{2E}). The Contractor shall, within 5 working days of being requested by the Engineer to do so, submit details of his/her plan to achieve the minimum targeted enterprises contract participation (CPG_{2E}).

3.5.3.2 Records

Credits towards achieving the minimum targeted enterprises contract participation goal (CPG_{2E}) shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- i) conditions which are more onerous than those that exist in the prime contract (this contract);
- ii) payment procedures based on a pay when paid system;
- iii) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices. No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_{2E}.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Engineer, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.



C3.6 Annexes

CONTENTS

Annex 1: B-BBEE Sub-contractor Expenditure Report

Annex 2: Project Labour Report

Annex 3: Targeted Labour Contract Participation Expenditure Report

Annex 4: Targeted Enterprise Contract Participation Expenditure Report



ANNEX 1

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all Sub-contractors)	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)	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A				
Sub-contractor B				
Sub-contractor C				

¹Documentary evidence to be provided

Total:
Expressed as a percentage
of P*

%

Signatures

Contractor:

Date:

Engineer/
Engineer's
Representative:

Date:

ANNEX 2

Project Labour Report

Project/Contract Name:						Budget: (tick one)		Capital	✓	Operating	
Project/Contract Number:						WBS No./Cost Centre No.:					
Contractor:						Project/Contract Start Date:					
Consultant:						Project/Contract End Date:					
CLO Name:			CLO ID Number:			Project/Contract Value (incl. allowance for escalation/excl. VAT):					
Month:						Project Labour Intensity Target/ Specified Minimum Targeted Labour Contract Participation Goal:					
Total value of work done to date (incl. escalation/excl. VAT):											
Number of workers	Name	Surname	ID Number/DOB	Targeted Labour (Y/N)	Daily Rate	Number of days worked this month (incl. training)	Disabled (Y/N)	Number of training days this month	Course Name	Training Service Provider	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
Totals for sheet											
Sheet of											

Signatures

Contractor:

Date

Consultant/Project Manager:

Date

ANNEX 3

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

...

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
---	---	---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor			
Sub-contractor A			
Sub-contractor B			
¹ Documentary evidence to be provided			Total:
			Expressed as a Percentage of P*
			%

Signatures

Contractor:

Date:

Engineer/
Engineer's
Representative:

Date:

ANNEX 4

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

.....

Value of the contract (as defined in Schedule 21: Preferencing Schedule) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
---	---	--	---

Name of Targeted Enterprise (list all)	Total previous expenditure (excl VAT) in respect of targeted enterprises	Net Amount for this month ¹	Total expenditure (excl VAT) in respect of targeted enterprises
Enterprise A			
Enterprise B			
Enterprise C			

¹Documentary evidence to be provided

Total:
Expressed as a
Percentage of P* %

Signatures

Contractor:

Date:

Engineer/
Engineer's
Representative:

Date:

C4 Site Information

The rates tendered are deemed to be based on the Contractors own inspection, investigations and site visits and Clause 2.1 of the GCC 2015 (3rd Edition) is applicable in this regard.



C5 Drawings

The Works shall be carried out in accordance with the following drawings, which are included in Volume 4: Drawings and form part of the contract documents:

Robertson

T40/2020/ROBERTSON/LOC/1	(Sheet 1 of 3)
T40/2020/ROBERTSON/LOC/2	(Sheet 2 of 3)
T40/2020/ROBERTSON/LOC/3	(Sheet 3 of 3)

Bonnievale

T40/2020/BON/LOC/1-LOUIS	(Sheet 1 of 6)
T40/2020/BON/LOC/2-HAPPY	(Sheet 2 of 6)
T40/2020/BON/LOC/3	(Sheet 3 of 6)
T40/2020/BON/LOC/4	(Sheet 4 of 6)
T40/2020/BON/LOC/5	(Sheet 5 of 6)
T40/2020/BON/LOC/6	(Sheet 6 of 6)

Ashton

T40/2020/ASHTON/LOC/COG/1	(Sheet 1 of 2)
T40/2020/ASHTON/LOC/ZOL/1	(Sheet 2 of 2)

Montagu

T40/2020/MONTAGU/LOC/1	(Sheet 1 of 1)
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Details

T40/2020/DETAIL/1	(Sheet 1 of 2)
T40/2020/DETAIL/2	(Sheet 2 of 2)

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA