



THE HOUSING DEVELOPMENT AGENCY

CONTRACT NUMBER: HDA/FS/2021/003

CLOSING DATE: 31 AUGUST 2021

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 PUBLISHED IN GOVERNMENT GAZETTE NO. 40553 OF 21 JANUARY 2017)

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

CIDB GRADING: 5CE OR HIGHER

**NAME OF BIDDER (BIDDING ENTITY)
(FULL NAME, I.E. (CC, (PTY) LTD,
JV/CONSORTIUM, SOLE PROPRIETOR
ETC.)**

:

.....

TEL NUMBER

:

.....

E-MAIL ADDRESS

:

.....

BID AMOUNT

:

.....

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be **REJECTED**. “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED:

1. If any pages have been removed from the bid document, and have therefore not been submitted.
2. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided, OR no rates/prices provided on line items.
3. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information.
4. In the event of the use of correction fluid (e.g. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)
5. If the Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
6. If particulars required in respect of the bid have not been completed, except if only the Broad-Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2017, is not submitted, the bid will not be disqualified but no preference points will be awarded.
7. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
8. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
9. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
12. **If the bidder is not registered in the required CIDB contractor grading designation (category) (Grade 5CE or higher), as required in this bid documentation.**
13. If the bidder or any of its directors is listed on the Register of Bid 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.
15. If the following have not been fully completed and signed:

FORM 2.2.2	- General Declaration
FORM 2.2.3	- Declaration of Interest
FORM 2.2.4	- Declaration of Bidder's Past SCM Practices
FORM 2.2.6	- Certificate of Independent Bid Determination
FORM 2.2.7	- Declaration Certificate for Local Production and Content (if applicable)

NOTE: Check numbering below

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.
 - 1.1. CLIENT, EMPLOYER, THE HOUSING DEVELOPMENT AGENCY (HDA).
 - 1.2. BID, TENDER AND VARIATIONS THEREOF
 - 1.3. JOINT VENTURE / CONSORTIUM

- 2 **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.

- 3 **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles if not specifically requested**

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FOR

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK
AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

E-mail ADDRESS :

CONTRACT PRICE : R

(Amount brought forward from the Form of Offer and Acceptance) *

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK
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PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation To Tender

THE HOUSING DEVELOPMENT AGENCY

Bids are hereby invited for the following:

<u>CONTRACT NO.:</u>	<u>DESCRIPTION</u>	<u>DOC. FEE:</u>	<u>CLOSING DATE:</u>
HDA/FS/2021/003	Appointment of Contractor for the installation of internal water and sewer network at Meloding Unit 3 and 7 in Virginia, Free State	N/A	31 AUGUST 2021

Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally.

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a Grade **5 OR HIGHER** class of construction work. Enterprises who have a **4 CE PE** grading and below may not submit bids. Acceptable bids will be evaluated by using a system that awards points on the basis of **80 points** for bid price and a maximum of **20 points** for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor.

There will be NO Briefing Session due to the National Lockdown Regulations that are enforced in response to minimize the spread of COVID-19. Bidders are however, encouraged to familiarize themselves with the project by visiting the site, which is located in Meloding, Virginia in Free State. More details on the locality are provided in the Bid Document. Bidders are urged to comply with the National Lockdown Regulations and ensure their safety and safety of others at all times.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed **WITH THE CONTRACT NUMBER and DESCRIPTION** and placed in **the tender box**, on the Ground Floor, Block A 6-10 Riviera Road, Riviera Office Park, Killarney, Houghton, not later than **11:00 on 31 August 2021** Bids will be opened immediately thereafter, in public, in the Boardroom Room, Ground Floor, at above-mentioned address. **All bids shall be valid for 90 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the tender box before 11:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the Housing Development Agency (HDA), not be considered by the HDA as valid bids. All queries (Technical or Supply chain related)** must be directed to **Jane Mahlangu** by email to: jane.mahlangu@thehda.co.za or at tel.: 011 544 1000

Bidders' attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the HDA reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the HDA**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

EVALUATION PROCESS

The HDA needs to be satisfied, in all respects, that the organisation selected has the necessary resources, qualifications, experience and abilities to complete these works. All submissions are regarded in a fair manner in terms of evaluation criteria process as below.

The evaluation process will be conducted in the following three (3) stages:

1. Pre-qualification;
2. Technical/Functionality Compliance, and;
3. Financial Offer and Preference Points.

In all cases should the documents submitted be certified, the certification should not be older than three (3) months.

STAGE 1 – PRE-QUALIFICATION

The following are the minimum requirements for this stage. Failure to comply with these requirements, will result in the tenderer being disqualified and not considered for the next stage, i.e. Functionality;

- (i) Proof of a bidder having a Level 1 – 4 Status (Original and Valid or certified copy of B-BBEE certificate) as a minimum B-BBEE Status Level of Contribution. Only B-BBEE status level certificates issued by the following are valid:
 - Verification Agencies accredited by South African Accreditation System (SANAS), or;
 - Registered Auditors approved by the Independent Regulatory Board of Auditors (IRBA) in accordance with the approval granted by the Department of Trade Industry

Please note that a Joint B-BBEE Status Level Certificate, issued by the above-mentioned institutions, must be submitted for Joint Venture or Partnerships.

- (ii) Proof of registration with the Construction Industry Development Board (CIDB) as a Contractor with a CIDB Grading of 5CE or higher;
- (iii) A letter of intent from a recognised financial institution for the minimum construction guarantee of 10% of the bid value;
- (iv) Compliance with very important notice on disqualification in Pages 2 and 3 of this bid document.

Failure to submit or comply with the above pre-qualification will lead to automatic disqualification.

STAGE 2 – TECHNICAL/FUNCTIONALITY COMPLIANCE

Tenderers will be assessed based on the functionality criteria as set out in the table below. Tenderers scoring less than **70%** will be considered non-responsive, and not considered for the next stage, i.e. Financial Offer and Preference Points Evaluation.

Tenderers shall fill in the relevant information on the functionality / quality criteria schedules in Part T2 and this information shall be used to award points for functionality on the following basis per category:

No.	Functionality Criteria – Tender Rating Matrix		A	B	C
			Tenderer rating (points)	Weighting	Tenders Score(%) = (Total points scored at A)
1	Proof of minimum five (05) similar projects completed Company work experience as per Form D1	The bidder must submit proof of successfully completed similar projects, i.e. installation of internal water and sewer network , with a minimum value of R1 000 000.00 per project. Copies of Appointment Letter and Completion Certificate must be attached for each project.	30	30	
		Bidder has submitted proof of 5 successfully completed similar projects			
		Bidder has submitted proof of 4 successfully completed similar projects			
		Bidder has submitted proof of 3 successfully completed similar projects			
		Bidder has submitted proof of 2 successfully completed similar projects			
2	Proof of funds Bank Rating (attached Bank rating Certificate as Proof)	Bank Rating A	20	20	
		Bank Rating B	15		
		Bank Rating C	10		
		Bank Rating D	5		
		Bank Rating E	0		
	Availability of Plant	Plant Owned by Company: Certified copies of registration documents for the following plant:		10	
		TLB	04		
		Tipper Truck	03		
		Grader	02		

3		Water Cart	01	05	
		Plant hired by Company: Letter of intent/ commitment from the hiring company on company letter head and Certified copies of registration documents for the following plant:			
		TLB	02		
		Tipper Truck	01		
		Grader	01		
		Water Cart	01		
		No Plant and no submission of the letter	0		
	Key Project Personnel as per Form D3	Bidder must submit proof (valid certificate or letter of good standing) of relevant qualifications and CVs		35	
		Contracts Manager – BSc or B-Tech Degree in Civil Engineering	08		
		Site Agent – National Diploma in Civil Engineering	05		
		Safety Officer – National Diploma in Safety Management	05		
		Contract Manager – CV with a minimum of 5 years' experience in Civil Engineering projects	07		
		Site Agent – CV with a minimum of 3 years' experience in Civil Engineering projects	05		
Safety Officer – CV with a minimum of 3 years' experience in construction safety		05			
TOTAL SCORE (%)					

STAGE 3 – FINANCIAL OFFER AND PREFERENCE EVALUATION

All responsive bids that qualify by meeting the minimum thresholds for functionality are then evaluated on the basis of price and preference in accordance with the 2017 Regulations of the Preferential Procurement Policy Framework Act No. 5 of 2000. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

- (1) The following formula will be used to calculate the points out of 80 for price in respect of a tender value, inclusive of all applicable taxes:

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

Where

- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration, and;
 P_{\min} = Price of lowest acceptable tender.

- (2) The following table must be used to calculate the score out of 20 for B-BBEE:

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

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but:
- (a) may only score points out of 80 for price, and;
 - (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
(b) The organs of state may
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

T1.2 Tender Data

The Conditions of Tender applicable to this contract is the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice 136 published in Government Gazette No 38960 of 10 July 2015.

The CIDB Standard Conditions of Tender are reproduced as Part T1.3 to this documents. 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 preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender in Part T1.3.

Tenderers are to note that this Tender Data provides the project specific Conditions of Tender and deletes, amends, modifies, embellishes or adds to the clauses contained in the Standard CIDB Conditions of Tender in Part T1.3.

Each item (clause) of the Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies. Tenderers are to carefully interpret the clauses contained in the Tender Data and their impact upon the Standard Conditions of Tender as failure to do so will not be entertained by the Employer.

The additional conditions of tender are:

Clause number	Tender data
F1.1	The employer is the Housing Development Agency (HDA) PO Box 3209 Houghton 2041
F1.2	The Tender Documents issued by the employer (HDA) comprise of the following: <u>THE TENDER:</u> Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T1.3 CIDB Standard Conditions of Tender Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Other Documents Required for Bid Evaluation Purposes T2.3 Returnable Schedules That Will be Incorporated in the Contract <u>THE CONTRACT:</u> Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 of 1993) Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3.1 Description of the work C3.2 Employers Agent C3.3 Standard Specification C3.4 Procurement

Clause number	Tender data
	<p>C3.5 Construction C3.6 Health and Safety</p> <p>Part C4: Site Information</p> <p>The bidders are to note that the sites are active and as such the tenderer shall make allowances for taking over the works and searching for defects. Materials on site shall be credited to the winning bidder</p> <p>Annexures:</p> <p>A Tender Drawings B Geotechnical Report C Health and Safety Specification D Environmental Management Plan</p>
F1.4	<p>All communication during the Tender period shall be made to the HDA's Procurement Department as follows:</p> <p>The Employer's representative is:</p> <p>Name : Jane Mahlangu Tel. : 011 544 1000 E-mail address : Jane.Mahlangu@thehda.co.za</p>
F1.5.2	<p><i>Insert the following:</i></p> <p>"... tender offers, <u>save for all tenders being responsive</u>, reissue a tender covering ..."</p>
F2.1	<p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE OR HIGHER class of construction work, may submit the bid.</p> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the 5CE class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work. <p>Proposals will initially be evaluated in terms of (1) pre-qualification and (2) functionality. Only Tenders who score more than 70 Points out of 100 points on functionality will proceed to be evaluated in terms of (3) the Preferential Procurement Policy Framework Act using the 80:20 points system, where 80 points are allocated to price and 20 points are allocated to B-BBEE Level of Contribution.</p> <p>The functionality points scoring criteria is stated in part T1.1: Tender Notice and Invitation to Tender contained in this tender document.</p> <p>Tenderers are required to have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies. It is a condition of the award that the successful Tender must provide proof of the competencies prior to commencement on site. Failing which the HOUSING DEVELOPMENT AGENCY (HDA) may, in addition to any other remedy it may have:</p> <ul style="list-style-type: none"> • Recover from the Contractor all costs, losses or damages incurred or sustained by the Agency as a result of the award of the contract; and/or

Clause number	Tender data
	<ul style="list-style-type: none"> • Cancel the contract and claim any damages which the Agency may suffer by having to make less favourable arrangements after such cancellation; and/or • Impose on the Contractor a penalty of 5% of the value of the contract.
F2.1.2	<p>If the Tax Clearance Certificate is found to be incorrect, the Housing Development Agency (HDA) may, in addition to any other remedy it may have:</p> <ul style="list-style-type: none"> • Recover from the Contractor all costs, losses or damages incurred or sustained by the agency as a result of the award of the contract; and/or • Cancel the contract and claim any damages which the agency may suffer by having to make less favourable arrangements after such cancellation; and/or • Impose on the Contractor a penalty not exceeding 5% of the value of the contract. <p>Each party to a Consortium / Joint Venture / Sub-Contractors must attach their original Tax Clearance Certificate from the Receiver of Revenue.</p>
F2.2	<p><i>Add the following to the clause:</i></p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer’s agent (if required).”</p>
F2.7	<p>The arrangements for a compulsory clarification meeting are as stated in part T1.1: Tender Notice and Invitation to Tender contained in this tender document. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F2.11	<p><i>Add the following to the clause:</i></p> <p>“To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorized signatories next to the correct entry.”</p>
F2.12	<p>No alternative tender / offers will be considered for this project.</p>
F2.13	<p><i>Add the following to the clause:</i></p> <p>“No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.”</p>
F2.13.3	<p>Tender offers shall be submitted as an original document marked as stated in clause F2.13.5. Contractors are to ensure that they retain their own copy of the tender submission as this will not be provided by the Employer</p>
F2.13.4.1	<p>A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.</p>
F2.13.5	<p>The employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are as follows:</p> <p>Tenders must be sealed, externally endorsed “APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE”, and be deposited in the Tender Box at the on the Ground Floor, Block A 6-10 Riviera Road, Riviera Office Park, Killarney, Johannesburg, not later than 11:00 on 31 August 2021 where tenders will be opened in public.</p>
F2.13.6	<p>A two-envelope procedure will not be followed.</p>

Clause number	Tender data
F2.14	A non-responsive tender is a tender which does not meet the minimum requirements for functionality as stated in part T1.1: Tender Notice and Invitation to Tender contained in this tender document, and may not proceed to next stage (80/20).
F2.15	The closing time for submission of tender offers is <u>as per advert</u> . The date on the tender document shall supersede the advert in an event where dates vary.
F2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F2.16	The tender offer validity period is 90 days. If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
F2.23	<p>The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board.</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> • the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: <ul style="list-style-type: none"> • abused the Employer's Supply Chain Management System; or • failed to perform on any previous contract and has been given a written notice to this effect; and • has completed the Compulsory Enterprise Questionnaire and there are no conflicts 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. <p>The following certificates / information are to be provided with the tender offer:</p> <ul style="list-style-type: none"> • Curriculum Vitae of key project personnel. • Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993); and <p>The tenderer shall also submit a certified copy of a BBBEE verification certificate from an accredited ratings agency. In the event of a Joint Venture (JV), a BEE Verification Certificate for the JV shall be attached. The attached Verification Certificate(s) should identify:</p> <ul style="list-style-type: none"> • The name and <i>domicilium citandi et executandi</i> of the tenderer. • The registration and VAT number of the tenderer. • The dates of granting of the BBBEE score and the period of validity. • The expiry date of the Verification Certificate. • A unique identification number. • The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer. • The name and/or mark/logo of the BEE Verification Agency. • The category (GENERIC, QSE, Exempt) in which the tenderer has been measured. • The broad-based BEE status level. • The SANAS logo on the Verification Certificate once verification agencies have been accredited. • The BBBEE procurement recognition level. • The score achieved per BEE element. • The % black shareholding. • The % black women shareholding. • The % black persons with disabilities

Clause number	Tender data
	<ul style="list-style-type: none"> • The value added status of the tenderer
F3.4	<p>Due to COVID 19 regulations, tenders will not be opened in public. A register of potential bidders and tendered amounts will be shared via email.</p>
F3.5	<p>A two-envelope procedure will not be followed.</p>
F3.9	<p>Arithmetical errors, omissions and discrepancies</p> <p>F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices.</p> <p>F3.9.2 The employer must correct the arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>
F3.11	<p>The functionality shall be scored as follows:</p> <p>For a Contractor to qualify it is a requirement that a Contractor score more than 70 points out of a maximum score of 100 for functionality. The functionality points scoring criteria is stated in part T1.1: Tender Notice and Invitation to Tender contained in this tender document.</p>
F3.13.1	<p>The Employer is prohibited to award a tender to a person</p> <p>a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
F3.18	<p>The number of paper copies of the signed contract to be provided by the employer is one (1).</p>

PART T1.3 CIDB Standard Conditions of Tender

ANNEXURE F : STANDARD CONDITIONS OF TENDER AS CONTAINED IN ANNEXURE F OF THE CIDB STANDARD FOR UNIFORMITY FOR CONSTRUCTION PROCUREMENT, BOARD NOTICE 136 GOVERNMENT GAZETTE NO 38960 OF 10 JULY 2015.

F.1 GENERAL

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - ii) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - iii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iv) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website, the government Tender Bulletin, eTender Publication Portal and other media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 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.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.

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

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

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

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1. Score tender evaluation points for price

2. Score points for B-BBEE contribution
3. Add the points scored for price and B-BBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1. Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
2. No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
3. Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference points system for acquisition of services, works or goods with a Rand value above R50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 million (all applicable taxes included):

80/20

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_{min} = Comparative price of lowest acceptable tender or offer.

P_t = Comparative price of tender or offer under consideration; and

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

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

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1 : Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of tender offer under consideration.			

F.3.11.8 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

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

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

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;

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

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

F.3.13 Acceptance of tender offer

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

- is not under restriction, or has principals who are under restriction preventing participation in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflict of interests.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

THE HOUSING DEVELOPMENT AGENCY

CONTRACT NO : _____

FOR

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

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NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of document**

T2.1 Returnable Schedules Required For Bid Evaluation Purposes

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Form 2.1.1 Schedule Of Constructional Plant

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

Form 2.1.2 Size Of Enterprise And Current Workload

What was your turnover in the previous financial year? R_____

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

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

Form 2.1.3 Proposed Project Key Personnel

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	
<u>HEADQUARTERS</u> Partner/director					
Contract manager					
Site Agent					
OHS officer					
Other key staff (give designation)					

Form 2.1.5 Schedule Of Previous Work Carried Out By Bidder

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two(2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name and tel. no)	EMPLOYER'S AGENT (Name and tel. no)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

Form 2.1.6 Financial Ability To Execute The Project

Provide details on the surety you will provide if the bid is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): _____
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): _____
- Cash: _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a – b Net cash flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → →				

Notes:

- (i) Value added tax to be included in all amounts
 - (ii) Assume payment of certificates within 30 days of approval of certificate
- From what sources will you fund the above negative amount (e.g. Funds internally available, bank overdraft, loan, etc.)

NAME OF BIDDING ENTITY

Form 2.1.7 Joint Venture/ Consortium Authority

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE** and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise%

.....

Full Name and address of 2nd enterprise%

.....

Full Name and address of 3rd enterprise%

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the HDA, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the HDA or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

Form 2.1.8 Schedule Of Proposed Subcontractors

No	Name of sub-contractor (if any)	Description of scope of work to be sub-contracted

Form 2.1.9 Financial References

DETAILS OF BIDDING ENTITY’S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Employer’s Agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
E-mail Address	
Account number	
Type of account, (i.e. cheque account)	

BIDDER’S TAX DETAILS

Bidder’s VAT vendor registration number:

Bidder’s SARS tax reference number:

Form 2.1.10 Details Of Alternative Bids Submitted

See condition of bid.

DESCRIPTION

Form 2.1.11 Amendments And Qualifications By Bidder

See condition of bid

PAGE	DESCRIPTION

Form 2.1.12 Labour-Enhanced Methods: Proposed Planned Actions Of Bidder Resulting In Deviations From Specified Work

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

T2.2 Other Documents Required For Bid Evaluation Purposes

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Form 2.2.6	Declaration For Municipal Accounts	52

Form 2.2.1 Tax Clearance Certificate

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

NAME OF BIDDING ENTITY

Form 2.2.2 General Declaration:

I/We, the undersigned:

- (a) *bid to supply and deliver to the HOUSING DEVELOPMENT AGENCY [hereafter "HDA"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the HDA by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the HDA and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the HDA that the claims are correct. If the claims are found to be inflated, the HDA may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the HDA as a result of the award of the contract and/or cancel the contract and claim any damages which the HDA may suffer by having to make less favourable arrangements after such cancellation; declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*
- (l) *declare that the signatory to the bid document is duly authorised; and*
- (m) *agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the HDA.*
- (n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)*
- (o) *declare that the following responses to be true and correct:*

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

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

If YES the following information must be supplied:

- a. *The name(s) of the other Bidder(s) involved*

.....
.....

2. *The full details of the Bidder(s) participation*

.....
.....

(p) *declare that all of the information furnished is true and correct*

Signed at.....this.....day of..... 20.....

Name of Authorised Person:

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

2. _____

NAME OF BIDDING ENTITY

Form 2.2.3 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 authorized 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 of Owner of the Bidding Entity:

3.2 Identity Number if applicable:

3.3 Registration Number if applicable:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state*
(Tick applicable box)

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

3.6.1 If so, furnish particulars.
.....
.....

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

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

3.7 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

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

3.7.1 If so, furnish particulars.
.....
.....

3.8 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
(Tick applicable box)

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

3.8.1 If so, furnish particulars.
.....
.....

3.9 Are you, aware of any relationship (close family member, partner or associate) 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?
(Tick applicable box)

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

3.9.1 If so, furnish particulars
.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?
(Tick applicable box)

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

3.10.1 If so, furnish particulars.
.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?
(Tick applicable box)

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

3.11.1 If so, furnish particulars.
.....
.....

CERTIFICATION

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

*I ACCEPT THAT THE STATE AND/OR the HDA MAY ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.*

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE
REJECTED.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidding Entity

NAME OF BIDDING ENTITY

Form 2.2.4 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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

NAME OF BIDDING ENTITY

Form 2.2.5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number: HDA/FS/_____) **APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE**

in response to the invitation for the bid made by:

THE HOUSING DEVELOPMENT AGENCY

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

NAME OF BIDDING ENTITY

Form 2.2.6: Declaration For Municipal Accounts

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the HDA, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- (i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (iii) The following account/s of the bidding entity has reference:

Municipality	Account number
.....
.....

(NB: If insufficient space above, please submit on a separate page)

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: As witness: 1.

2.

THE HOUSING DEVELOPMENT AGENCY

CONTRACT NO :

FOR

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

T2.3 Returnable Schedules That Will Be Incorporated In The Contract

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Form 2.3.1 Form Concerning Fulfilment Of The Construction Regulations,2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant 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	

- 2 Proposed approach 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:	

- 3 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 (CVs to be attached):

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

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

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

5 Potential key risks identified and measures for addressing risks:

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

6 I have fully included in my bidded rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs 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 BID:

1 ID NO:

2 ID NO:

Form 2.3.2 Record Of Addenda To Bid Documents

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

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

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of HDA Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

Bids will be adjudicated in terms of inter alia:

- **Compliance with bid conditions**
- **Technical specifications**

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See Part T1.1 and Part T1.2 for examples.**

2. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. 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.

For bids with a bid amount equal to or below R 50 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 50 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

The HDA shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2017, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

3. Remedies

The HDA must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2017, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled

Regulation 14 of the Preferential Procurement Policy Regulations.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated **to be below** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The **80/20** preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic

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

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

Form 2.3.4 General Information :

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

(Tick applicable box)

YES	NO

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

(Tick applicable box)

YES	NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITEDBY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

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

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
 (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

5. VAT registration number **(COMPULSORY)**:
 (In the case of a joint venture/consortium , provide for all joint venture/consortium members)

6. Company ,close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members,, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/ consortiums the following must be attached:

- Written authority **of each JV / consortium partner**, for authorized signatory.
- The joint venture/ consortium agreement.

9. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS , COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

Form 2.3.5 Declaration Certificate For Local Production And Content

This Standard Tendering Document (SBD) must form part of all Tenders invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Tenders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SANS) 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 Tenders local production and content is of critical importance, such Tenders must be advertised with the specific Tendering 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 Tendering 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 Tenders referred to in paragraphs 1.2 and 1.3 above, a two stage Tendering 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 Tender price must be calculated in accordance with the SANS approved technical specification number SATS 1286: 201x as follows:

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

Where

x imported content

y Tender 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 South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender as indicated in paragraph 4.1 below.

1.7. A Tender will be disqualified if:

- the Tender 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 Tender documentation.

2. Definitions

2.1. **"Tender"** includes advertised competitive Tenders, written price quotations or proposals;

2.2. **"Tender price"** price offered by the Tender, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a Tender 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 Tender 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 Tender 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 Tender is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

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 Tender to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender.

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

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 TENDER No.

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

.....

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 Tender.

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

of(name of Tender 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 Tender comply with the minimum local content requirements as specified in the Tender, 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:

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

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

(d) I accept that the Procurement Authority I Institution 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 Tender 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 I Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

This document must be signed and submitted together with your Tender

THE HOUSING DEVELOPMENT AGENCY

CONTRACT NO: HDA/FS/2021/003

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK
AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE**

PART C1: AGREEMENT AND CONTRACT DATA

THE HOUSING DEVELOPMENT AGENCY

CONTRACT NO : HDA/FS/2021/003

FOR

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK
AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE**

PART C1: AGREEMENT AND CONTRACT DATA

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C1.1 Form Of Offer And Acceptance

**FORM OF OFFER AND ACCEPTANCE
(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 Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

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

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

rand (in words);

R

figures),

(in

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

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

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

_____	_____
_____	_____
_____	_____

(Name and address of organisation)

Name and signature of Witness _____

Date _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

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

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

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

FOR THE HDA:

Signature(s)

Name(s)

Capacity

THE HOUSING DEVELOPMENT AGENCY
(Name and address of organisation)

Name and signature of witness _____

Date _____

C1.2 CONTRACT DATA

C1.2.1. General Conditions Of Contract

The Conditions of Contract are:

- “the General Conditions of Contract as they appear in the commercially available publication “General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering”
- Together with each subsequent corrigendum and erratum thereto, as issued by their publisher up to the base date of this contract: (collectively hereinafter referred to as GCC 2015) and amendments to the GCC 2015 as contained in this Contract Data.

Each party to the contract shall purchase its own copy of the GC 2015, available from

South African Institution of Civil Engineering

Private Bag X200

Halfway House, 1685

South Africa

Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of contract to which it applies.

C1.2.2. CONTRACT SPECIFIC DATA

The following Contract Specific Data, referring to the General Conditions of Contract are applicable to this Contract.

Clause	Data
1.1.1.7	The Principle Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement. Where applicable the provisions of Public Finance Management Act (PFMA) shall prevail.
1.1.1.13 5.14.5.2	The Defects Liability Period is 12 months after final completion.
1.1.1.14 5.14.1	The project duration is 6 Months from the date of the site handover.
1.1.1.15 1.2.1.2	The Employer is the Housing Development agency The Employer's address for receipt of communications is: Physical address: Block A 6-10 Riviera Road Riviera Office Park Killarney, Johannesburg 2193 Tel: (011) 544 1000 Postal address: PO Box 3209 Houghton 2041
1.1.1.16 1.2.1.2	The Engineer is Makhaotse, Narasimulu and Associates (Pty) Ltd The Engineer's address for receipt of communications is: Physical address: 411B Stateway Doorn Welkom 9459 Postal address: 411B Stateway Doorn Welkom 9459 E-mail: Welkom@mna-sa.co.za
1.1.1.18	The time for obtaining final completion certificate is 12 months after Completion Certificate.
1.1.1.26	The Pricing Strategy is Re-measurement Contract
3.2.2	DELETE AND REPLACE WITH: "Whenever the Employer's agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, he shall first consult with the employer and the contractor in an attempt to reach agreement. Failing agreement, the Employer's agent shall advise the Employer on contractual issues where after the Employer will make a final decision based on the advice of the Agent read with the PFMA. Only then will the Agent be allowed to issue a final instruction to the contractor."
3.2.3	ADD THE FOLLOWING: "The Employer's agent shall obtain written permission from the Employer for all variation orders where such variation order may have an impact on the contract duration, project cost, job creation or other legal implications related to the contract."
4.4.1	DELETE AND REPLACE WITH: "The following will be applicable regarding subcontracting for this contract:
4.5	Variations to the Conditions of Contract are: Add the following at the end of sub-clause 4.5: "4.5.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.

	<p>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.</p> <p>4.5.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>																								
5.2.1	<p>ADD THE FOLLOWING:</p> <p>"The commencement date will be the date on which the site is handed over to the contractor by the Employer's agent, after been instructed by the Employer.</p>																								
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme and Cashflow Forecast (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) <p>Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.</p>																								
5.3.2	Time to Submit the documentation required before commencement of the Works is 14 days.																								
5.8.1	<p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All applicable public holidays. 2. The year-end break commencing on the 13th December and ending on 06th January or as agreed on a yearly basis depending on the yearly calendar. 																								
5.12.2.2	<p>ADD THE FOLLOWING:</p> <p>Adverse Physical conditions:</p> <p>The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day. Rainfall in excess of 27mm (as per rain gauge reading) will be considered as a rain day (refer to table below).</p> <p>Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.</p> <table border="1" data-bbox="363 1653 1453 1839"> <thead> <tr> <th><u>Month</u></th> <th><u>Days Lost</u></th> <th><u>Average Rainfall</u></th> <th><u>Month</u></th> <th><u>Days Lost</u></th> <th><u>Average Rainfall</u></th> </tr> </thead> <tbody> <tr> <td>January</td> <td>4*</td> <td>134</td> <td>July</td> <td>1</td> <td>39</td> </tr> <tr> <td>February</td> <td>3</td> <td>113</td> <td>August</td> <td>2</td> <td>62</td> </tr> <tr> <td>March</td> <td>3</td> <td>120</td> <td>September</td> <td>2</td> <td>73</td> </tr> </tbody> </table>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	January	4*	134	July	1	39	February	3	113	August	2	62	March	3	120	September	2	73
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5.13.1	The penalty per day for delay in failing to complete the Works is R0.05 per R100 of the contract value																								
5.14.1	The requirements for achieving Practical Completion are: 1. Complete installation of all sewer and water reticulation networks. 2. Satisfactory pressure test results for the entire networks.																								
5.14.7	Different dates for practical completion: NIL																								
5.16.3	The latent defects period is 5 years.																								
6.1	All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents: <ul style="list-style-type: none"> • An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number) • An original cancelled cheque (if applicable) • An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity 																								
6.2.1	The type of security required will be a performance guarantee The performance guarantee is to be 10% of the Contract Value of the allocated project or scope of work (excluding VAT)																								
6.2.2	DELETE AND REPLACE WITH: "If the contractors fail to submit the selected security within the time period indicated in 5.3.2, or if the performance guarantee differ substantially from the pro forma, the Employer may terminate the contract in terms of clause 9.2.																								
6.2.3	ADD THE FOLLOWING: The Performance Guarantee must substantially contain the wording of the document included as "Performance Guarantee" – See Appendix 3. The liability of the Guarantee shall be that: (f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted; Guarantees will be required as follows: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>CATEGORY</th> <th>PROJECT VALUE</th> <th>GUARANTEE</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>< R500 000</td> <td>2,5%</td> </tr> <tr> <td>B</td> <td>R500 001 – R1 000 000</td> <td>5%</td> </tr> <tr> <td>C</td> <td>R1 000 001 – R2 000 000</td> <td>7,5%</td> </tr> <tr> <td>D</td> <td>>R2 000 000</td> <td>10%</td> </tr> </tbody> </table>	CATEGORY	PROJECT VALUE	GUARANTEE	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%	C	R1 000 001 – R2 000 000	7,5%	D	>R2 000 000	10%									
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6.3.1	ADD THE FOLLOWING: "All variation orders issued by the Employer's agent, must be pre-approved by the Employer."																								
6.5.1.2.3	The percentage allowance to cover overheads charges is 10 per cent																								
6.6.1 and 6.6.2	ADD THE FOLLOWING: In the case of purchases of material or appointment of specialist sub-contractors, the contractor must obtain a minimum of three quotations to be approved by the Employer after the Employer's agent confirmed the market relatedness of the quotations.																								
6.8.1	ADD THE FOLLOWING: If it is required to balance the Bill of Quantities, in cases where the non-market relatedness of specific line items poses a risk to the Employer, it will be done in conjunction with the Employer's agent. The final balanced BOQ must be approved by the Employer where after it needs to be included in the contract as the corrected BOQ.																								
6.8.2	NOTE: HDA TO INDICATE IF THERE IS ESCALATION OR NOT: THIS MUST BE IN LINE WITH THE SCOPE OF WORKS. Contract Price Adjustment: Is not applicable In the unlikely event that CPA is required, price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.																								

	$f = (1 - x) \left(a \frac{Lt}{Lo} + b \frac{Pt}{Po} + c \frac{Mt}{Mo} + d \frac{Ft}{Fo} - 1 \right)$ <p>SCHEDULE WITH THE FOLLOWING VALUES. THE VALUE OF "X" IS 0.15</p> <p>THE VALUE OF THE COEFFICIENTS ARE: a = 0.25 (LABOUR) b = 0.15 (CONTRACTOR' S EQUIPMENT) c = 0.55 (MATERIAL) d = 0.05 (FUEL)</p> <p>THE URBAN AREA NEAREST TO THE SITE IS VIRGINIA THE BASE MONTH IS THE MONTH PRIOR TO THE CLOSING OF THE BID.</p>
6.8.3	<p>DELETE AND REPLACE WITH: No variation in the cost of special material will be allowed in this contract</p>
6.10.1.5	<p>ADD THE FOLLOWING: The percentage advance on materials not yet built into the Permanent Works is eighty percent (80%) of the value of material. For material stored off site, proof of all risk insurance must be provided by the contractor</p>
6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10% to be reduced to 5% at works completion upon the issuing of Certificate of Completion. The balance of retention will be payable after final completion or expiry of the defects liability period as stated in 5.14.5.2</p>
6.11	<p>ADD AT END OF PARAGRAPH 6.11: The principle agent together with the contractor, will monitor and ensure that the total value of variation orders does not exceed 10% of the contract value. If, during the execution of the contract, it became obvious that the 10% will be exceeded, written permission must be obtained from the client. It must be noted that a process will have to be followed in line with HDA policy. No guarantee can be given that the request for exceeding the 10%, will be approved. If it is not approved, the client reserves the right to reduce the scope of work to keep the final contract amount within the allowed 10%. If the contractor exceeds the allowed 10% without approval, HDA will not entertain any claims for payment more than the contract amount plus 10%.</p>
7.5.1	<p>ADD THE FOLLOWING: "Provided further that if the Works or excavation(s) are not ready for inspection or are incorrect or are not in accordance with the drawings or specifications, the fruitless expenditure will be for the Contractor's account. In such case a further adequate notice shall be given by the Contractor to the Engineer."</p>
8.3.1.4	<p>Excepted Risks : The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works. Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.</p>
8.6	<p>CLAUSE 8.6 ADD THE FOLLOWING: "Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion –</p> <p>(i) Contract Works Insurance; (ii) Public Liability Insurance; (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association, In the name of the Contractor (including all Sub-Contractors) and HDA's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to HDA. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion. The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary. The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p>

	<p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued.”</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labour prior commencement of the works.</p> <p>ADD THE FOLLOWING: "In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the HDA, and the claim submitted shall cover all costs to repair and make good. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the HDA who will pay such amounts to the Contractor on certificate of the Engineer as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 2 000 000.00
8.6.1.2	A Coupon Policy for Special Risks is to be issued. (To be approved by the Employer's Claims Management Services Provider)
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)
8.6.1.5	The following additional and varied insurances are required: NOTE: LIST ANY SPECIAL INSURANCES REQUIRED FOR THE SPECIFIC PROJECT OR JUST STATE "NOT APPLICABLE".
8.6.5	ADD THE FOLLOWING: "The Manager Legal Services (Mr. Mlungisi Cele) will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."
10.3.1	Disputes are to be settled in terms of General Conditions of Contract for Construction Works (GCC) 2015. The General Condition of Contract (GCC) 2015 plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement. Where applicable the provisions of Public Finance Management Act (PFMA) shall prevail.
10.4	Disputes are to be settled in terms of General Conditions of Contract for Construction Works
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.</p> <p>Other additional conditions of bid are:</p> <ol style="list-style-type: none"> i) The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. ii) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources. iii) The bid document shall be submitted as a whole and shall not be taken apart. iv) List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the HDA to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>

C1.2.3: DATA PROVIDED BY THE CONTRACTOR

The contract is advised to read the General Conditions of Contract, as specified in Part1 in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Contractor is
1.2.1.2	The Contractor's address for receipt of communications is:
	Physical address: Postal address:

	Telephone:
	E-mail:

Clause

- 1.2.1 The security to be provided by the Contractor shall be:
Performance guarantee of 10% of the Contract Sum.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is%.
- 6.8.3 The variation in cost of special materials is: as per Form B2

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT ARE:

Clause

- 1.1.1.5 The contract shall come into effect when the employer issues a letter to the contractor stating that his tender has been accepted / the contract has been awarded to the contractor or upon receipt of the signed contract document by the contractor from the employer.
- 5.3.3 The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof.
- 5.14.1 Practical Completion
- Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day.
- 5.14.2 Issue of Certificate of Practical Completion
- Add in at the start of the sentence, "The Contractor shall notify the Employer's Agent, who shall inspect and approve the works, as soon as....."
- 5.14.4 Certificate of Completion
- In the first paragraph, add-in the following, "the Contractor shall notify the Employer's Agent, who shall inspect and approve the works, and shall deliver....".
- 6.10.4 Payment and Related Matters
- In the third sentence replace " 28" with "30".

C1.3 FORM OF GUARANTEE

PRO FORMA

CONTRACT NO. : HDA/FS/2021/003

WHEREAS The Housing Development Agency (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

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

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

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

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

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

We hereby choose our address for the serving of all notices for all purposes arising here from as _____

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____

C1.4 Agreement In Terms Of The Occupational Health And Safety Act, 1993 (Act No 85 Of 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

between **THE HOUSING DEVELOPMENT AGENCY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

_____ (hereinafter called "the Mandatory") of the other part, herein represented by

_____ in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, **APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE** and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC, 2015, 3rd edition"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 of the GCC, 2015, 3rd edition.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) 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 into any incident involving the Mandatory and/or his employees and/or his subcontractors.

8. **The contact details of the OH&S Agent for the HDA is as follows:**

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE HDA:

WITNESS 1

NAME 1
 (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
 (IN CAPITALS)

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OHS MANAGER of _____, BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 10113 of 7 February 2014.

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20....., Mr/Ms _____ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
(IN CAPITALS)

THE HOUSING DEVELOPMENT AGENCY

CONTRACT NO : HDA/FS/2021/003

FOR

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

PART C2 PRICING DATA

Payment for the Labour-Intensive Component of the Works:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix 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 deviation from the contract. The items marked with the letters LI 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.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

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. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

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C2.1 Pricing Instructions

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 A price or rate **MUST** to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.

The bidden rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
- 9 Payment for the Labour-Intensive Component of the Works:

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix 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 deviation from the contract. The items marked with the letters LI 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.

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- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees

11 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Bidder bids to do the work
- Amount : The quantity of an item multiplied by the bid rate of the (same) item
- Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

12 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

- | | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| km-pass | = | kilometre-pass |
| m ² | = | square metre |
| m ² -pass | = | square metre-pass |
| ha | = | hectare |
| m ³ | = | cubic metre |
| m ³ -km | = | cubic metre-kilometre |
| kW | = | kilowatt |
| kN | = | kilonewton |
| kg | = | kilogram |
| t | = | ton (1 000 kg) |
| % | = | per cent |
| MN | = | meganewton |
| MN-m | = | meganewton-metre |

PC Sum = Prime Cost Sum
Prov Sum = Provisional Sum

NB: PLEASE NOTE:

- A. BID PRICES ARE TO BE FIRM.
- B. IF THE BID PRICE(S) IS/ARE NOT FIRM THEN:

NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES AS FOLLOWS:

1.

PERIOD ONE (01)

- BID PRICE(S) MUST BE FIXED FOR THE 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID

PERIOD TWO (02)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

PERIOD THREE (03)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)

OR

2.

- IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- The following index/indices must be used to calculate your bid price:

Index..... Dated.....Index..... Dated.....Index.....Dated.....

Index..... Dated.....Index..... Dated.....Index.....Dated.....

- FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

WHERE PRICES ARE SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

OR

- Any other formula/index specified

QUOTED PRICE:

If any portion of the bid contains imported goods, that portion must be indicated (%) and based on a rate of exchange of, for evaluation purposes.

Bidders must note that the final rate of exchange will be the rate applicable on date of order.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

C2.2 Bill Of Quantities

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PAGE

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

SANS 1200 A	:	General (1986)
SANS 1200 AB	:	Engineer's office (1986)
SANS 1200 C	:	Site clearance (1980)
SANS 1200 D	:	Earthworks (1988)
SANS 1200 DB	:	Earthworks (pipe trenches) (1989)
SANS 1200 DK	:	Gabions and pitching (1996)
SANS 1200 DM	:	Earthworks (roads, subgrade) (1981)
SANS 1200 G	:	Concrete (structural) (1982)
SANS 1200 L	:	Medium-pressure pipelines (1983)
SANS 1200 LB	:	Bedding (pipes) (1983)
SANS 1200 LC	:	Cable ducts (1981)
SANS 1200 LD	:	Sewers (1982)
SANS 1200 LE	:	Stormwater drainage (1982)
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SANS 1200 ME	:	Subbase (1981)
SANS 1200 MF	:	Base (1981)
SANS 1200 MFL	:	Base (light pavement structures) (1996)
SANS 1200 MG	:	Bituminous surface treatment (1996)
SANS 1200 MH	:	Asphalt base and surfacing (1996)
SANS 1200 MJ	:	Segmented paving (1984)
SANS 1200 MK	:	Kerbing and channelling (1983)
SANS 1200 MM	:	Ancillary roadworks (1984)

**SUMMARY OF BILL OF QUANTITIES
CALCULATION OF BID SUM**

**FAILURE TO PROVIDE RATES/ SUMS FOR ALL ITEMS IN THE BILL OF QUANTITIES WILL RESULT IN
DISQUALIFICATION OF BID**

THE HOUSING DEVELOPMENT AGENCY

CONTRACT NO : HDA/FS/2021/003

FOR

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

PART C3 SCOPE OF WORK

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PART C 4. SITE INFORMATION

APPENDIX

A	TENDER DRAWINGS
B	GEOTECHNICAL REPORT
C	OHS SPECIFICATION
D	ENVIRONMENTAL MANAGEMENT PLAN

C3.1 Description Of The Works

C3.1.1 HDAs Objectives

The employer's objectives are to provide infrastructure services for installation of INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE.

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications or COLTO Standard Specifications for Roads and Bridge Works for State Road Authorities, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1.2 Overview Of The Works

The work to be carried out includes the construction of INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE.

C3.1.3 Extent Of Works

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

- Unit 3 – Water Infrastructure
 - The Supply and lay of approximately 390m of 75mmØ uPVC Class 12 Pipe
 - The Supply and lay of approximately 320m of 50mmØ HDPE Class 12 Pipe
 - Supply and install 72 no. 15mm plastic Bib standpipe including tap
 - Supply and install 72 no. smart water meters
 - Supply and installation of 2 no. Isolation Valve
 - Tie in to existing pipeline and construction of associated chamber.
- Unit 3 – Sewer Infrastructure
 - Supply and Lay of approximately 860m of 160mmØ uPVC Class 34 HD gravity sewer mains
 - Supply and installation of approximately 23 no. 1000mmØ precast manholes
 - Supply, lay and test 72 no. ERF Connections
 - Tie-in to existing sewer network
- Unit 7 – Water Infrastructure
 - The Supply and lay of approximately 220m of 50mmØ HDPE Class 12 Pipe
 - Supply and install 32 no. 15mm plastic Bib standpipe including tap
 - Supply and install 32 no. smart water meters
 - Tie in to existing pipeline and construction of associated chamber.
- Unit 7 – Sewer Infrastructure
 - Supply and Lay of approximately 610m of 160mmØ uPVC Class 34 HD gravity sewer mains
 - Supply and installation of approximately 16 no. 1000mmØ precast manholes
 - Supply, lay and test 32 no. ERF Connections
 - Tie-in to existing sewer network

C3.1.4 JOB CREATION AND LOCAL EMPOWERMENT STRATEGY

The Housing Development Agency (HDA) seeks to drive transformation not only by means of delivering the project successfully but also by ensuring that the development take place in such a way as to empower and benefit the local community.

3.1.4.1. LOCAL LABOUR

Notwithstanding the spending plan to be prepared by the contractor, a minimum of 70% of the labour employed on site (including permanent labour of the contractor and all sub-contractors) must be procured from local (e.g. Meloding).

3.1.4.2. DEVELOPMENT AND TRAINING OF TARGETED LABOUR

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour, shall be measured and paid for in the schedule of quantities of the contract document.
- The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training during the contract period for all individually allocated projects.
- An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- The contractor will be responsible for managing and factoring in his construction programme all training requirements such that the execution of works is not delayed or impeded by the training time requirements. No extension of time will be entertained or granted as a result of failure by the contractor or poor programming of training requirements as part of this contract.
- Proof of compliance with the requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

3.1.4.3. COMMUNITY LIAISON OFFICER

The successful tenderer shall enter into an agreement with the Community Liaison Officer who will be nominated by the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

- A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.
- The CLO must remain independent
- The CLO shall attend all site and other meetings concerning the project.
- The CLO shall report to the PSC on a monthly basis and present the progress on the empowerment plan.
- The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount as stipulated in the tender document per month for the period of the project.

3.1.4.4. COMMUNITY STRATEGY

- The CLO shall be available full time on site when the contractor is active. Furthermore it will be required of him/her to liaise any pertinent communication to the community. He shall attend all site and technical meetings as well as steering committee meetings happening after hours if so required.
- Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as

envisaged, the relevant Project Manager together with the PSC or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

- Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph above.
- Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the HDA/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.
- The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provision's applicable to the duration of such sub-contract.
- Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

3.1.4.5. PROCESS FOR LOCAL SPENDING

The following process must be followed for employment of local labour, sub-contractors and suppliers:

- Contractor shall identify the Local Resources required and submits a formal written request for such resources to CLO. The request shall include details of the capabilities, experience and equipment requirements for the work and shall be submitted **not less than 14 days** before resources are required.
- The details of the nature of the work/task or resource(s) required shall be submitted as stated above and the contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be sub-contracted in terms of clause C3..1.3. of the contract document.
- The employer together with the contractor will evaluate the tenders received in accordance with the provision of the standard conditions of tender. The evaluation panel will comprise equal representative from the employer and from the contractor. The contractor shall without delay enter in to contract with the successful sub-contractor based on their accepted tender submission. The contractor will remain responsible for providing the sub-contracted portion of the works as if the work had not been sub-contracted.
- Resources shall be interviewed by the contractor and selected by the contractor at his sole discretion.
- If no suitable resources exist on database, the contractor may source names from elsewhere (without affecting the local area expenditure target)
- Should the contractors wish to terminate the services of any local resource after appointment he must first notify the CLO of such a desire and the reasons for such termination, thereby providing the opportunity to resolve any insurmountable issues. Such termination shall not affect the achievement of the local spending target.

3.1.4.6. REPORTING ON LOCAL LABOUR

- The contractor shall by no later than the reporting date as agreed by all parties each month provide the CLO with a report on LOCAL LABOUR.
- The report must be compiled by the contractor and must be endorse by the CLO.

C3.1.5 Location Of The Works

The project areas are located with the established township of Meloding, which is east of Virginia in the Free State Province.

The central coordinates of the project areas are as follows:

UNIT 3	UNIT 7
S 28° 08' 25.35"	S 28° 08' 26.89"
E 26° 53' 08.73"	E 26° 53' 41.24"

A locality plan of the project areas is attached in **Annexure A**.

C3.1.6 Temporary Works

The temporary works will cater for accommodation of traffic and protection of services as required in terms of the project specification. Safety must be ensured at all times by barricading open trenches and providing visible signage.

C3.2 Engineering

C3.2.1 Design

Works designed by, per design stage:

Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to bid stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor/Employer’s Agent

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works, including any traffic accommodation plans that may be required for the Local Roads repairs.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 HDA's Design

HDA is responsible for the design with the assistance of the Engineer

C3.2.3 Contractor's Design

Not applicable.

C3.2.4 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer’s Agent. The Employer’s Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

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 Employer’s Agent’s Representative on a regular basis.

All information in possession of the Contractor, required by the Employer’s Agent and/or the Employer’s Agent’s Representative to complete the as-built/record drawings, must be submitted to the Employer’s Agent’s Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer` for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 DESIGN PROCEDURES

The contractor must allow for:

- ***interfaces with existing structures, plant etc.;***
 - ***any temporary works requirements, if any, e.g. specialized items of equipment;***
 - ***design integration before and during construction;***
 - ***procedures for all necessary approvals;***
 - ***special procedures e.g. environmental; (if applicable)***
 - ***design change procedures, and***
 - ***record keeping and tracking of documents.***
 - ***also to the OHS act 1993 and Construction Regulations 2014 including hoarding, scaffolding, Formwork etc. Refer to C.3.6***

C3.2.5 List Of Drawings

DWG. No.	DRAWING TITLE
WP2319-MNA-PL-WA-001	PROPOSED WATER RETICULATION LAYOUT FOR UNIT 3
WP2319-MNA-PL-WA-002	PROPOSED WATER RETICULATION LAYOUT FOR UNIT 7
WP2319-MNA-PL-SA-001	UNIT 3 SANITATION LAYOUT
WP2319-MNA-PL-SA-002	UNIT 7 SANITATION LAYOUT

C3.3 Procurement

C3.3.1 Preferential Procurement

C3.3.1.1 Requirements

The contract is for CIDB registered **5CE** or higher Contractors. Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for the B-BBEE rating.

C3.3.1.2 Resource standard pertaining to targeted procurement

Not applicable for this contract

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

None envisaged for this contract

C3.3.2.2 Preferred subcontractors/suppliers

The Contractor shall be responsible for all work carried out by subcontractors on his behalf. The Employer's Agent will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his subcontractors.

C3.3.2.3 Subcontracting procedures

As per General Conditions of Contract.

C3.3.2.4 Attendance on subcontractors

As per General Conditions of Contract.

C3.4 Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable SANS 1200 Standardized Specifications and COLTO Standard Specifications for Roads and Bridge works State Authorities 1998 (Green Book)

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

SANS 1200 A	:	General (1986)
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SANS 1200 D	:	Earthworks (1988)
SANS 1200 DB	:	Earthworks (pipe trenches) (1989)
SANS 1200 DK	:	Gabions and pitching (1996)
SANS 1200 DM	:	Earthworks (roads, subgrade) (1981)
SANS 1200 G	:	Concrete (structural) (1982)
SANS 1200 L	:	Medium-pressure pipelines (1983)
SANS 1200 LB	:	Bedding (pipes) (1983)
SANS 1200 LC	:	Cable ducts (1981)
SANS 1200 LD	:	Sewers (1982)
SANS 1200 LE	:	Stormwater drainage (1982)
SANS 1200 LF	:	Erf connections (water) (1983)
SANS 1200 LG	:	Pipe jacking (1983)
SANS 1200 M	:	Roads (general) (1996)
SANS 1200 ME	:	Subbase (1981)
SANS 1200 MF	:	Base (1981)
SANS 1200 MFL	:	Base (light pavement structures) (1996)
SANS 1200 MG	:	Bituminous surface treatment (1996)
SANS 1200 MH	:	Asphalt base and surfacing (1996)
SANS 1200 MJ	:	Segmented paving (1984)
SANS 1200 MK	:	Kerbing and channelling (1983)
SANS 1200 MM	:	Ancillary roadworks (1984)

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

C3.4.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications

PLI : Labour Intensive

C3.4.1.3 National and International Standards

Refer to Bills of Quantities

C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications

Refer to Bills of Quantities where applicable.

C3.4.2 Site Establishment

The contractor must be aware that he may be required to de-establish and re-establish the site during the course of the project due to community unrest or any other reason.

C3.4.2.1 Services and facilities provided by the Employer

(a) Water sources

There is reticulated water available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of sub clause C3.4.2.2(b), and at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

(b) Electricity supply

In the adjoining informal settlements there is reticulated electrical power supply available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of sub clause C3.4.2.2(c), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Employer's Agent, produce proof of such compliance.

(c) Excrement disposal

No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

(d) Area for contractor's site establishment (Example only)

The Site of the Works is partially built with water and sanitation reticulation infrastructure, the Contractor may erect offices, workshops, stores and other facilities that he requires for the purposes of the Contract, within the site, without compromising the existing infrastructure or hamper the works progress.

The Contractor shall therefore, at his own cost, be responsible for locating and making all arrangements necessary for securing an area suitable to meet his needs in respect of the erection of the Contractor's offices, stores and other facilities, including the facilities to be provided for the Employer's Agent in accordance with the Contract.

Should the Contractor wish to establish outside of the Site of works, any potential area proposed by the Contractor shall be within reasonable proximity to the Site of the Works and its location shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Employer's Agent

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

(i) Office accommodation

The Employer requires site offices for the use by himself and his Agents with regard to the proper execution of their respective duties. Only a single set of site offices for the Employer will be required.

There might, however, be a requirement for the facilities used by one of the Employer's Agents to be located on a separate site from that of the Employer's other facilities.

The Employer's Agent and the Employer's Agent's Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

(ii) Carports

The Contractor shall provide on (1) carports for the exclusive use of the Employer's Agent, in accordance with the requirements of sub clause PSAB 3.3 of section C3.4.6 of the scope of Works.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six** (6) persons at site meetings. The Employer's Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) EPWP Contract name boards

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

The Contractor shall provide, erect and maintain (1) contract name board at such positions and locations as are directed by the Employer's Agent, in accordance with the requirements set out in SANS 1200 AB (as amended).

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

(v) Survey equipment and assistants

- Survey equipment

The Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Employer's Agent and his staff:

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

Whenever reasonably required by the Employer's Agent, the Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended), make available to the Employer's Agent or his representative, the following additional survey equipment:

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

- Survey assistants

The Contractor shall, in accordance with the requirements of sub clause 5.5 of SANS 1200 AB, make available to the Employer's Agent, two (2) survey assistants.

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

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

(vi) Telephone facilities

The Contractor shall, in accordance with the requirements of subclasses PSAB 4.1 and PSAB 5.4 of the Project Specifications, provide on Site for the duration of the Contract, the following telephone facilities for the use of the Employer's Agent and his Representative:

- Telkom telephones

- Number of separate exchange lines (numbers): Nil
- Number of telephone hand-sets required: Nil

- Cellphones

Number of cellphones required: Nil

(ix) Electricity supply for the Employer's Agent

All electricity supply to the Employer's Agent's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Employer's Agent.

The Contractor shall be liable for and pay to the Employer's Agent on demand, all costs that the Employer's Agent may incur in the repair or replacement of any electrical equipment provided by the Employer's Agent on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Sub clause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

(x) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

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

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

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

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

(c) Electricity

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

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

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

(d) Excrement disposal

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

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

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

C3.4.2.4 Permits and wayleaves

The Employer's Agent shall be responsible for obtaining all the wayleave required for this Contract.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

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

(b) Testing and quality control

(i) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY

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

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the

frequencies and in the manner specified. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in sub clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) **ADDITIONAL TESTING REQUIRED BY THE EMPLOYER'S AGENT**

In addition to the provisions of sub clause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Employer's Agent shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub clause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer's Agent, and copies of the test results shall be promptly submitted to the Employer's Agent.

(iii) **COSTS OF TESTING**

(a) Tests in terms of sub clause C3.4.2.5(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub clause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidded rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub clause C3.4.2.5(c)(i).

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

(b) Additional tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of sub clause C3.4.2.5(b)(i): Additional testing required by the Employer's Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) **Subcontractors**

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

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

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

(d) Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of sub clause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

(e) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

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

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

(f) Existing residential areas

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

(g) Labour-intensive competencies of supervisory and management staff

Contractor having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other

site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme, for the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-intensive Construction systems and Techniques to Work Activities	This unit standard must be completed, and one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain roads	
		Use Labour -intensive Construction Methods to Construct and Maintain HUMAN SETTLEMENT Services	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	
Foreman / supervisor	4	Implement Labour-intensive Construction systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Roads	
		Use Labour-intensive Construction Methods to Construct and Maintain HUMAN SETTLEMENT Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative who is resident on the site)	5	Manage Labour-intensive Construction Processes	Skills Programme against this single unit standard

(h) Employment of unskilled and semi-skilled workers in labour-intensive works

(i) REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

- (1) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 10845-5, Participation of Targeted Labour.

- (2) The rate of pay set for the EPWP is must be guided by latest EPWP rate per task or per day.
- (3) Tasks established by the contractor must be such that:
 - (aa) the average worker completes 5 tasks per week in 40 hours or less; and
 - (bb) the weakest worker completes 5 tasks per week in 55 hours or less.
- (4) The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (5) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:
 - (aa) where the head of the household has less than a primary school education;
 - (bb) that have less than one full-time person earning an income;
 - (cc) where subsistence agriculture is the source of income;
 - (dd) those who are not in receipt of any social security pension income.

(II) SPECIFIC PROVISIONS PERTAINING TO SANS 10845-5

(1) **Definition**

Targeted labour: Unemployed persons who are employed as local labour on the project.

(2) **Contract participation goals**

- (aa) There is a specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(3) **Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 10845-5, written contracts shall be entered into with targeted labour.

(4) **Variations to SANS 10845-5**

- (aa) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.
- (bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

(III) TRAINING OF TARGETED LABOUR

- (1) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (2) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.
- (3) A copy of this training request made by the contractor to the Department of Labour Office.
- (4) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (5) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- (6) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 1.3.4 above.
- (7) Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

(i) **Employment of local labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

(j) **Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

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

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of Sub clause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(k) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(l) Notices, signs, barricades and advertisements

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

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

(m) Workmanship and quality control

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

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

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

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

C3.4.2.5 Extension of time due to abnormal rainfall

- (a) The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75%

of the work force and plant on site could not work during that specific working day. Rainfall in excess of 27mm (as per Weather Station) will be considered as a rainy day.

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73
April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

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

C3.4.3 Plant And Materials

C3.4.3.1 Plant and materials supplied by the employer

Employer will not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Sub clause 23.4 of the Conditions of Contract, will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub clause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 Construction Equipment

C3.4.4.1 Requirements for equipment

The Contractor to provide all construction equipment required for the execution of the project.

C3.4.4.2 Equipment provided by the employer

Employer will provide no equipment.

C3.4.5 Existing Services

C3.4.5.1 Known services

The contractor shall take all care and all responsibility to ensure that no service within the construction area, visible or not visible, is damaged during construction process. Any cost that may arise from the damage to any services of whatsoever nature shall be solely borne by the contractor and shall in no way be reimbursed from the Employer's Agent or Employer

C3.4.5.2 Treatment of existing services

Any service, of whatsoever nature, which might be discovered by the contractor within the construction area, shall immediately be reported to the Employer's Agent/Employer after discovery thereof. If such services will be affected by the construction process, the Employer's Agent will provide details on the adequate protection of such service or provide alternative design information and revised drawings to avoid damage to such services

C3.4.5.3 Use of detection equipment for the location of underground services

The contractor shall use appropriate equipment or have adequate measures in place to detect possible underground services without any damage to such services. Items to allow for the cost of service detection are provided in the bill

C3.4.5.4 Damage to services

Any cost that may arise from the damage to any services of whatsoever nature shall be solely borne by the contractor and shall in no way be reimbursed from the Employer's Agent or Employer

C3.4.5.5 Reinstatement of services and structures damaged during construction

Any cost that may arise from the damage to any services of whatsoever nature shall be solely borne by the contractor and shall in no way be reimbursed from the Employer's Agent or Employer.

C3.4.6.1 Variations And Additions To SANS 1200 Standardized Specifications And Particular Specifications

SANS 1200 A	:	General
SANS 1200 AB	:	Employer's Agent's office
SANS 1200 C	:	Site clearance
SANS 1200 D	:	Earthworks
SANS 1200 DB	:	Earthworks (pipe trenches)
SANS 1200 G	:	Concrete (structural)
SANS 1200 L	:	Medium-pressure pipelines
SANS 1200 LB	:	Bedding (pipes)
SANS 1200 LD	:	Sewers

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

PSA 3 MATERIALS

PSA 3.1 QUALITY OF MATERIAL

Add the following:

All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the Specification. **All cast in situ and precast concrete must be free from defects and cracks (including hairline cracks) any structure found to be with any of the defects including cracks will be rejected by the Employer's Agent or his/her representative.**

All references to Standard Specifications are to the latest amendment to such specifications. Materials bearing the SANS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Employer's Agent may in his discretion require any material not bearing such a mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out at the Contractor's cost by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the specification would be rejected and replaced by the Contractor at his own cost.

Tenderers may be required, at their own expense to submit samples of the material offered to the Employer's Agent for his approval and the material supplied under this contract shall be of a standard equal to that of the samples so submitted and approved. Samples will remain the property of the Tenderers, who shall remove them when called upon to do so by the Employer's Agent.

PSA4 Plant

PSA4-1 Medical facilities and safety equipment

The suitable first aid services required in terms of Sub-Clause 23(2) of the General Conditions of Contract and Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

PSA4-2 Latrine facilities. (Subclause 4.2)

The suitable sanitary services required by the General Conditions of Contract, shall be of the bucket or chemical type and shall be readily accessible to workers at all areas of the site.

The Contractor shall make all the necessary arrangements with the relevant local authority for the disposal of the contents of the toilets on a regular basis.

PSA5 Construction

PSA5-1 Drawings and details

Tender drawings shall not be used for construction purposes. Construction drawings and additional detailed information will be made available to the Contractor as and when required by him.

PSA5-2 Survey

PSA5-2.1 Setting out of the Works. (Subclause 5.1.1)

Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs, bench marks and line pegs and inform the Employer's Agent of any discrepancy.

The Contractor shall advise the Employer's Agent of any conflict between the position of any part of the Works and an existing feature.

PSA5-3 Safeguarding and accommodation of traffic

(ref. PSA8-7, PSDB8-2)

With reference to Subclause 5.2 of SANS 1200 A, the Contractor shall, in addition to the requirements of Subclause 5.1.6 of SANS 1200 D, as amended by PSD5-2, carry out and maintain such temporary works and provide all temporary road signs, temporary bridging, pipes, deviations and the like, as are necessary to maintain and safeguard the normal flow of public and private, vehicular and pedestrian traffic.

Unless the closing of streets, accesses and thoroughfares has been properly arranged, the Contractor shall accommodate and provide for through traffic, traffic at crossings and vehicular access to houses and buildings at all times. If necessary, safe ramps to mount road kerbs shall be provided where traffic is to be diverted.

PSA5-4 Existing services (Subclause 5.4)

PSA5-4.1 Action by Contractor (Subclause 5.4)

(ref. PS4PRO, PSA8-9, PSDM8-5)

Various services are known to exist on the site. Their approximate positions are shown on the drawings but, although they are based on the best information available, their accuracy cannot be guaranteed. It is likely that other services that are not shown on the drawings exist on the site.

All services, in particular cables, shall be treated as live until proven otherwise.

Before commencing any excavation for trenches or road works in a specific area, the Contractor shall locate all existing services with the co-operation of the relevant authority, and carefully excavate by hand, expose and survey such services. If the information regarding any existing service as given in the drawings is either missing, incomplete or erroneous, the Contractor shall, as soon as the service has been located, submit details of the exact location, depth and type of service in writing to the Employer's Agent.

In addition to the requirements of Subclause 5.4 the Contractor shall deal with the crossing of known existing services by:

- a) Notifying to the Employer's Agent's Representative and the relevant authority 48 hours prior to executing the work.
- b) Serving notice on the resident, occupier and/or owner of every property affected at least 36 hours in advance of any temporary disconnection, advising the nature, time and duration.
- c) Excavating by hand, under the supervision of the Employer's Agent's Representative and/or the authority involved, on the line of the trench up to 2 m, or such for the distance as may be necessary, in both directions from the indicated position to locate the exact position of the services.

PSA5-4.2 Work done by service authorities

(ref PSA80TH)

The Contractor shall give assistance to service authorities with the location, protection, alteration and/or removal of services controlled by that authority.

PSA8 Measurement and payment

PSA8-1 Method of measurement, all sections. (Subclause 8.1.1.)

In the second line of Subclause 8.1.1, after the words "standardized specification or in" add: "the measurement and payment clause of the standard specification, particular specification or".

PSA8-2 Time-related items. (Subclause 8.2.2)

Notwithstanding the stipulation of Subclause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of Subclause 42(4) of the General Conditions of Contract.

PSA8-3 Facilities for Employer's Agent. (Subclauses 8.3.2.1 and 8.4.2.1)

Payments for "Operation and maintenance of facilities for the Employer's Agent", in accordance with Subclause 8.4.2.1, will not be authorized by the Employer's Agent until the nameboards have been erected and approved.

PSA8-4 Sums stated provisionally by Employer's Agent (Subclause 8.5)

Amend the penultimate sentence of Subclause 8.5 to read:

"The percentage rate for (b)(2) above shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated for (b)(1) above. Payment will be made on the basis of the sums actually paid for such work, exclusive of VAT."

PSA 8.4.5 COMMUNITY LIAISON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:00am and 17:00pm and at other time as the need arises.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.

- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

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

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

PSA8-5 Prime cost items. (Subclause 8.6)

Amend the penultimate sentence of Subclause 8.6 to read:

"The percentage rate for (b) shall cover the Contractor's overheads, charges for taking delivery and profit on the supply of materials or goods covered by the sums stated in (a) above. Payment will be made on the basis of the sums actually paid for such materials or goods, exclusive of VAT."

PSA8-6 Daywork (Subclause 8.7)

Provisional items for Daywork are scheduled as follows:

- a) Labour at hourly rates for skilled, semi-skilled and unskilled labourers.
- b) Material as a Provisional Sum with a percentage allowance on the net cost.
- c) The Contractor's own plant at hourly rates for various types.

Tendered unit rates or unit rates that are agreed in terms of Subclause 40(4) of the General Conditions of Contract for the Contractor's own plant used for Daywork shall cover the full cost of the use of such plant and shall therefore, in addition to the items listed in Subclause 8.7, cover the cost of plant operators, consumable stores, fuel and maintenance.

- d) Hired plant as a Provisional Sum with a percentage allowance on the net cost.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire, which allowance will cover the Contractor's own overhead costs and profit.

PSA8-7 Dealing with traffic (Subclause 8.8.2)

Dealing with traffic, the maintenance of access, protection at level crossings and other requirements of PSA5-3 will be covered by Items A1.3 and A2.3.

PSA8-8 Existing services: work carried out by service authorities. (Subclause 8.8.4)

(ref. PSA5-4.2, PSL8-9)

A Provisional Sum is included in the Schedule of Quantities, under Item A4.1 to cover the cost of work on existing services carried out by service authorities.

The cost of work carried out by the relevant service authorities, such as locating, protection and temporary or permanent deviation of existing cables, pipes, overhead services, etc., shall be paid by the Contractor. The Contractor shall arrange with such authorities to have the accounts forwarded directly to him, and shall settle the accounts forthwith, after which the recoverable sums will be paid under the appropriate Provisional Sum item.

The Contractor's costs in connection with work carried out by service authorities will be measured and paid separately under Item A4.2 as a percentage of the actual amount paid, excluding VAT. The percentage shall cover the costs of all administrative and supervisory costs and profit, as well as the cost of the Contractor's liaison and aid to the authorities in locating and protecting the abovementioned services and any other costs resulting from the work of the authorities.

PSA8-9 Dealing with existing services

Existing services will not be measured individually. Payment will be made by lump sum. The sum tendered for dealing with existing services shall cover:

- the costs of meeting the requirements of Subclause 8.3.5 of SANS 1200 DB,
- the cost of meeting the requirements of PSA5-4 (excluding the careful excavation to locate a service further than 2 m from the indicated position),
- the costs arising from the limiting influence of existing aboveground and underground services on the Contractor's activities,
- dealing with and protecting poles affected by excavations and dealing with and working below overhead wires,
- the cost of dealing with and protecting existing services,
- the costs of delays and interruptions in the progress of the work which arises from dealing with and protection of existing services.

Careful excavation carried out by the Contractor on the instruction of the Employer's Agent to locate and expose existing services of which the exact location is not known, or where the existing service is found to be a further than 2,0 m from the position indicated, will be measured by volume. The rate shall cover all costs of materials, labour and plant, including specialist detecting equipment required to locate and expose the service.

PSA8-10 Dealing with water

The cost of supplying and operating the equipment for dewatering of excavations and controlling of stormwater will be held to be included in the tendered sums for Items A1.3 and A2.3 and no separate payment will be made for this work.

PSA8-11 Freehaul and overhaul

(ref. PS5DIS)

Notwithstanding any clauses in any Standardized Specification or Standard Specification Section dealing with the definition, measurement and/or payment for transport, freehaul and/or overhaul, no measurement nor payment for overhaul will be made. All haulage will be considered to be freehaul and the cost thereof will be deemed to be covered by the rates for the provision or disposal of the applicable material.

PSA8-12 Miscellaneous items

An item which, in the payment clause column of the Schedule of Quantities, refers to this clause (PSA8-12), will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

PSA8-13 Working And 'As Built' Drawings

One set of drawings shall be issued together with the tender documents. The drawings may also be inspected at the office of the Engineer during normal office hours. Final working drawings will be issued to the successful Contractor on commencement of the Contract.

The Contractor shall receive 3 (three) complete sets of drawings and 2 (two) blank documents on commencement of the Contract. 1 (One) complete set of drawings and 1 (one) blank document of abovementioned drawings and documents must at all times be available on site for the exclusive use of the Engineer. Any additional drawings and documents will be supplied to the Contractor at his own expense.

Although the Engineer might approve the plans and designs of the Contractor, the Contractor is not relieved of his responsibility. The Contractor and/or his Engineer will carry the professional responsibility for such designs.

Only dimensions shown on the drawings may be used for the construction of the works. No dimensions may be scaled down from the drawings without written consent from the Engineer.

As the works progress, the Contractor must keep full record of any changes and/or deviation from drawings that was supplied by the Engineer at the beginning of the contract. The Contractor must give this information to the Engineer monthly, with his payment certificate. The actual position, ground level and base level of all existing as well as new services must be stipulated and shown on the drawings, for which the Contractor shall receive a complete set of separate drawings, free of charge, from the Engineer. The Certificate of Completion shall only be issued after the Contractor has given the Engineer proper and complete "As Built" drawings and, where applicable, three bound copies of any operational instructions. No additional payment will be made with regards to this and all related costs shall be taken as included in the tendered rate for the applicable items.

The "As Built" information will include the following specific information, but will not be limited to the following:

PS 4.1 SEWAGE NETWORKS AND/OR RISING MAINS:

The X,Y and Z co-ordinates of all:

- (i) The inverts of the pipes and connecting pipes to manholes.
- (ii) Ground and/or cover levels of manholes.
- (iii) Ends of house connections.
- (iv) Couplings, i.e. bends, tees, etc.
- (v) Valves, air valves and scour valves.

PS 4.2 WATER NETWORKS AND/OR WATER PIPELINES

The X,Y and Z co-ordinates of all:

- (i) Couplings, i.e. bends, tees, etc.
- (ii) Valves and fire hydrants.
- (iii) Ends of house connections.

PS 4.3 STORMWATER NETWORKS

The X,Y and Z co-ordinates of all:

- (i) The inverts of all pipes and connecting pipes to catchpits.
- (ii) Ground and/or cover levels of manholes.
- (iii) Ends of house connections.

PS 4.4 ROADS

The X,Y and Z co-ordinates of all:

- (i) Cross-sections at all chainages indicated on the Engineering Drawings

PSAB EMPLOYER'S AGENT'S OFFICE (SANS 1200 AB)

PSAB3 Materials

PSAB3-1 Nameboards. (Subclause 3.1)

In Subclause 3.1, the third line, amend the words "South African Institution of Civil Employer's Agents" to read: "HOUSING DEVELOPMENT AGENCY". The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

Two nameboards, manufactured as specified in Subclause 3.1 and as shown in the tender drawings, shall be provided, and shall be erected, plumb and level, in position as directed by the Employer's Agent.

PSAB3-2 Office building(s). (Subclause 3.2)

The Contractor shall provide and erect one office for the Employer's Agent in accordance with Subclause 3.2, in the position indicated by the Employer's Agent.

A concrete floor will be permitted for the office provided that it is covered with linoleum. All windows in the office shall be fitted with blinds and burglar proofing over the entire glazed area, and with fly screens over the openings.

In addition to the furnishings specified in Subclause 3.2, the following facilities shall be provided for the office:

- 1 x plan cabinet (steel) or suspension rack
- 2 x 15 A power sockets,
- 1 x 110 ℓ refrigerator,
- 1 electric kettle, 1 teapot and 6 cups, saucers and teaspoons,
- 1 x air conditioner for warm/cool air, with a cooling capacity of at least 2,0 kW.

The toilet shall be of the chemical type.

PSAB3-3 Latrine and ablution facility

The Contractor shall provide, maintain and service one ablution room for the exclusive use of the Employer's Agent. This room shall be constructed as specified for the Employer's Agent's office, but shall be at least 4 m² in size and fitted with one flush toilet and one hand washbasin.

PSAB4 Plant

PSAB4-1 Survey equipment

The Contractor shall provide the following survey equipment for use exclusively by the Employer's Agent:

- a) 1 x tacheometer capable of reading to 20 seconds of arc, with tripod,
- b) 1 x Employer's Agent's automatic level with tripod,
- c) 2 x tacheometer staffs with staff bubbles,
- d) 1 x level staff with staff bubble,
- e) 2 x ranging rods,
- f) 1 x builder's spirit level of length 900 mm,
- g) 1 x steel tape of length 30 m,

- h) 1 x pocket tape of length 3 m,
- i) 1 x steel level transfer plate,
- j) 1 x rectangular mirror, 300 mm x 225 mm, mounted on protective backed frame,
- k) 1 x elliptical mirror, 225 mm x 150 mm, similarly protected,
- l) 1 x elliptical mirror, 150 mm x 100 mm, similarly protected,
- m) 1 x 6 V, 8-cell torch with spare batteries, and
- n) all steel and wood pegs, concrete, hammers, picks, etc., that the Employer's Agent may require.

PSAB4-2 Telephone. (Subclause 4.1)

The Contractor shall, subject to availability, install a telephone and fax machine in the Employer's Agent's office. The telephone shall have its own line to the exchange, separate from that of the Contractor's telephone, and shall be fitted with a lock. A cellular telephone is acceptable and the Contractor accepts responsibility for the additional cost of the Employer's Agent's official telephone calls both from and to the site.

The Contractor shall settle the accounts for all costs of installation, rental and official telephone calls and faxes during the construction period. (Ref. PSAB8-1)

PSAB4-3 Medical facilities and safety equipment

The Contractor shall make the first aid services and such personal safety equipment and facilities as are required in terms of PSA4-1, available to the Employer's Agent and his site staff.

PSAB5 Construction

PSAB5-1 Site instruction book

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on Site and shall be accessible to both the Contractor and the Employer's Agent at all times. It shall be used:

- a) by the Contractor for providing the Employer's Agent with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and
- b) by the Employer's Agent for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

PSAB5-2 Key personnel (Subclause 5.3)

The Contractor shall inform the Employer's Agent of the person whom he has charged with the duties with respect to the Site in terms of the Occupational Health and Safety Act and the person(s) who are in possession of a valid certificate of competency in first aid. The Contractor shall give copies of the minutes of the site safety meetings to the Employer's Agent.

PSAB5-3 Nameboards (Subclause 5.1)

The nameboards shall be removed by the Contractor before the issue of the Final Approval Certificate.

PSAB5-4 Assistants (Subclause 5.5)

In terms of Subclause 5.5, two suitable workmen, with a minimum qualifications of Matric (Grade 12), to be used as general assistants and to assist with control testing shall be made available to the Employer's Agent during working hours as and when required. As far as practical the same assistants shall be allocated to the Employer's Agent for the full duration of construction.

PSAB8 Measurement and payment

PSAB8-1 Telephone and fax machine or radio link
(ref. PSAB4-2)

Notwithstanding the requirements of Subclause 5.4, the Contractor shall be responsible for the costs of all official telephone and fax calls made by the Employer's Agent to a maximum amount of R 5 000 for the full construction period, as well as the costs of the installation and rental and for the provision of materials for the fax machine. In the case of a radio link the Contractor shall bear the full cost of installing and using the radio equipment. The sums tendered for Items A1.2 and A2.2 shall also cover these costs irrespective of the type of communication provided.

The provisional sum under Item A3.1 provides for payment of the cost of calls that exceed R 5 000, and, in addition, a commission on the amount paid under Item A3.1, will be paid under Item A3.2.

PSC SITE CLEARANCE (SANS 1200 C)

PSC5 Construction

PSC5-1 Areas to be cleared and grubbed. (Subclause 5.1)

Only the approved minimum area required for the execution of the Works including areas on which material shall be stockpiled for later reuse or on which material shall be dumped and spread, shall be cleared and grubbed. Where excavations are required under existing concrete or brick paved areas the existing concrete surfacing shall be neatly cut with a suitable or brick surfacing shall be carefully removed, stacked and cleaned for reuse. Where excavations take place under road surfaces the bitumen surfacing shall be neatly cut with a suitable blade and the surfacing material removed within the limits of the excavation and discarded at the disposal site.

For the pipe trenches indicated by the Employer's Agent, generally a sufficiently wide strip equal to the trench width plus the estimated allowance for trench side slopes plus the width of stockpiled backfill and a 600 mm width (which shall be maintained alongside the trench) plus the width of access to the trench shall be cleared of vegetation.

All rubble on the Site shall be disposed of as directed in PSD5-4.

PSC5-2 Conservation of topsoil. (Subclause 5.6)

Topsoil up to a depth of 150 mm, if available, shall be removed from the above specified cleared areas and stockpiled on approved sites for later reuse. Until required for spreading, the stockpiles of topsoil material shall be stabilized by watering or other approved means.

PSC8 Measurement and payment

PSC8-1 Removal of and disposal off-site of existing 160mm uPVC sewer pipes. (Subclause 8.2.7)

In addition to the requirements of Subclause 8.2.7, the rate shall cover the cost of locating the pipeline, removal and disposal off site, and any additional costs of excavation and backfilling not covered by other normal rates for

excavation and backfilling under SANS 1200 DB. Payment shall be for the length, in metres (m), of 160mm dia sewer pipe removed and disposed off-site, upon instruction from the Employers Agent.

PSC8-2 Demolish existing sewer manholes, chambers and pipe outlets.

(Subclause 8.2.8)

(ref. PSC5-3)

In addition to the requirements of Subclause 8.2.8 the rate shall cover the cost of excavation and demolition of the scheduled unit, complete removal of all rubble from the Site, and the supply of material for and backfilling of the voids so formed, including compaction, all to the satisfaction of the Employer's Agent. Payment shall be for the cubic metres (m³), of sewer manhole demolished and completely removed and disposed off-site, upon instruction from the Employers Agent.

PSC8-3 Removal and conservation of topsoil. (Subclause 8.2.10)

The rate tendered for the removal of in situ topsoil shall, in addition to the items listed in Subclause 8.2.10, also cover the cost of stabilizing and protecting the stockpiles of topsoil.

PSC8-4 High Pressure Jetting of sewer lines, collection, removal and disposal of all silted materials off-site.

The exercise is to be conducted by a specialist sub-contractor, for high-pressure jetting of the silted-up 160mm dia. sewer lines and manholes. The lines are to be jetted in such a manner that the silted-up materials are to be collected and disposed off-site in a in such a manner as to not silt up the existing tie-in main-lines.

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

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

REPLACE SUB-PARAGRAPH (a) AND (b) WITH THE FOLLOWING AND ADD SUB-PARAGRAPH c):

- a) adequately protected by a barrier or fence comprising fluorescent orange plastic netting of height at least 1 000mm and as close to the excavation as practicable; and
- b) provided with notice boards marked "CLOSED – GESLUIT" at each end of closed or partially closed roads; and
- c) provided with flashing orange lights, placed at 15m intervals along the barricading at night.

ADD THE FOLLOWING TO THIS SUBCLAUSE:

Should the Contractor fail to provide adequate lighting, signing and barricading, access to properties, or leave the site in a dangerous condition, the Employer's Agent shall be entitled to suspend all work under the Contractor until in the Employer's Agent's opinion the Contractor's obligation in these respects have been fulfilled and/or arrange for any emergency work to be carried out by some other agency and to deduct the cost of this work from any monies due to the Contractor.

PSD 5.1.1.2 Safeguarding of excavations

REPLACE "Machinery and Occupational Safety Act" IN SUB-PARAGRAPH (a) WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993)."

ADD THE FOLLOWING TO SUB PARAGRAPH (d):

Loose ground, materials, tools and appliances shall be kept clear of the edge of the excavations and a pathway at least 0,30 m shall be left clear along the edge of the excavation.

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE AS FOLLOWS:

Where blasting is resorted to, it shall be carried out strictly according to Explosives Act and Regulations 1956 (Act No. 26 of 1956, as amended). However, in no case will blasting be allowed if a reasonable possibility exists of injury to any foundation, wall, pipe, cable or any structure, complete or partly complete. Where the Employer's Agent considers blasting to be dangerous, the same shall not be permitted and his decision shall be final and binding.

Wherever blasting is permitted and resorted to in the vicinity or within the limits of existing townships, roads, etc., it shall only be executed under the cover of sufficient earth backfill, heavy wire mesh screens or rubber matting of adequate weight and area to prevent the blasted material from being ejected from the trench. If any damage should occur, the Contractor shall carry out remedial work arising from such damage and will be held to have allowed therefore in his price.

The Contractor shall undertake such blasting so that the Peak Particle Velocity (PPV) as measured at the closest point to the existing outfall sewer and or building structure shall not exceed 25mm/s. Each blast shall be monitored and the findings recorded by an appropriately qualified explosives expert using a suitably calibrated apparatus. The Contractor shall also timeously inform the relevant inspectorate and obtain the required blasting permit from the South African Police Services, Division of Explosives before proceeding with any blasting on site. If in the opinion of the Employer's Agent, the Contractor makes careless use of explosives, he may forbid the Contractor the use of explosives. It is a condition that should blasting result in the disturbing of material outside the trench, the Employer's Agent will require the Contractor to remove the disturbed material and backfill it to a compaction standard of the natural in-situ material. All this work for correcting areas of disturbed material will be done at the Contractor's cost.

The schedule rate for hard rock excavation shall cover all costs incurred in connection with supply, transportation, storage and handling of explosives, the related blasting costs and any remedial work should this be required.

PSD 5.1.1.4 Hard rock excavation without using explosives

ADD THE FOLLOWING TO THIS CLAUSE:

It is a condition that should blasting result in the disturbing of structures outside the trench, the Employer's Agent will require the Contractor to remove the rock material by means of pneumatic or hydraulic breakers, e.g. jack-hammers or wood-peckers.

The schedule rate for hard rock excavation without using explosives shall cover all costs incurred in connection with supply of specialist equipment, the transportation to and from the site as well as the removal and disposal of the hard material should this be required.

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of subclause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Employer's Agent.

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

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

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

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with subclause PSA 8.8.4

Payment in respect of reinstating layerworks in roadways will be made in accordance with subclause 8.3.6.1 of SANS 1200 DB."

PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

PSD 5.1.2.3 Protection during construction

Further to the requirements of subclause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of subclause 5.4.2 of SANS 1200 A (as amended), immediately notify the Employer's Agent thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimize the occurrence of any further damage occurring."

PSD 5.1.2.4 Negligence

- a) *DELETE SUB-CLAUSE 5.1.2.4*

PSD 5.1.3 Stormwater and Groundwater

ADD THE FOLLOWING TO THE SUB-CLAUSE:

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

PSD 5.1.4 Nuisance

PSD 5.1.4.3 Excavated material not to endanger or interfere

AMEND THE CLAUSE AS FOLLOWS:

"A safe, clear path shall be kept open at all times for pedestrians. Equipment, materials and waste shall be stored, stockpiled or removed in such a manner that pedestrians are not endangered and that the nuisance level is kept to a minimum. If construction activities occupy the whole footway and verge area so that pedestrians are forced to walk in the traffic lane, adequate protection from traffic shall be provided.

Where instructed by the Employer's Agent or where the Works impose a danger to traffic or pedestrians, the Contractor shall at his own cost remove off Site excavated material to temporary

stockpiles (approved by the Employer's Agent) and the return to Site, excavated material for use as backfill or bedding."

ADD THE FOLLOWING NEW SUBCLAUSE:

PSD 5.1.4.4 Open Trenches

Unless otherwise permitted and where relevant, not more than the 100 m of trench in one place shall be opened ahead of the completed and backfilled pipeline."

PSD 5.1.5 Reinstatement and Maintenance of Roads

ADD THE FOLLOWING TO THE SUB-CLAUSE:

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in subclause 5.9 of SANS 1200 DB."

PSD 5.1.6 Road Traffic Control

DELETE THE SECOND SENTENCE OF SUBCLAUSE 5.1.6

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

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

REPLACE THE CONTENT OF PARAGRAPH (e) WITH THE FOLLOWING:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material.

Where excavations have been carried out in hard material, the Employer's Agent may direct the over-excavation to be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

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

PSD 5.2.2.3 Disposal

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

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

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

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites will be made in accordance with the provisions of subclause PSD 8.3.14.”

ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:

PSD 5.2.2.4 Selection and stockpiling

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

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

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENT OF SUBCLAUSE 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 apply for the transportation of excavated materials.”

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENT OF THIS SUBCLAUSE WITH THE FOLLOWING:

“The Contractor shall arrange with the approved independent laboratory by the Contractor to carry out sufficient tests on a regular basis as agreed between him and the Employer’s Agent to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit the results of these tests to the Employer’s Agent in a form approved by him.

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

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 Site preparation

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

“Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply.”

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.5 BACKFILL MATERIALS

ADD THE FOLLOWING PARAGRAPHS TO SUBCLAUSE:

“(c) Cement-stabilised backfilling
Backfilling shall, where directed by the Employer’s Agent, be stabilized with 5% cement. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.
The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(a) Soil-crete backfilling
The aggregate for soil-crete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.
The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary.”

PSDB 3.7 SELECTION

REPLACE THE WORDS “If he so wishes” IN THE FIRST LINE OF THE SECOND PARAGRAPH WITH THE WORDS “at his own cost.”

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.2 Stormwater, Seepage and Dewatering of Excavation

PSDB 5.1.2.3 Sloping ground

ADD THE FOLLOWING SENTENCE AT THE END OF THE PARAGRAPH:

“All trench excavations on sloping embankments shall be backfilled in accordance with 5.6.2 over the full extent of the actual trench excavation and to the original embankment ground level.”

PSDB 5.1.3 Accommodation of traffic and access to properties

REPLACE THE SEMICOLON AND THE WORD “and” AT THE END OF THE SUBCLAUSE 5.1.3 (a) WITH A FULL STOP AND REPLACE ITEM (b) WITH THE FOLLOWING:

“(b) Where necessary to achieve compliance by the Contractor with his obligations to provide and maintain pedestrian and vehicular access to properties affected by the works, the contractor shall construct and maintain to the satisfaction of the Employer’s Agent, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

The Contractor shall make available on site at all times a sufficient number of steel plates at least 2.0m x 2.0m x 8mm thick to be laid across open trenches to provide access to private properties. The cost of providing, placing and removing the steel plates shall be included in the rates for trench excavation.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Employer’s Agent has included in the Schedule of Quantities, particular payment items specifically therefore, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor’s tendered rates for excavation.”

ADD THE FOLLOWING NEW SUBCLAUSE TO SUBCLAUSE 5.1:

PSDB 5.1.5 Removal of existing pipelines

Where existing pipes have to be removed, they shall be carefully opened up by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with subclause 8.2.3.

The pipes shall be removed from the trench in a manner approved by the Employer’s Agent, and brought to the surface for inspection by the Employer’s Agent.

Pipes that are declared suitable for reuse and pipes declared unfit for reuse shall be dealt with in an applicable manner described in the specifications, or on the Drawings or on the Employer’s Agent’s instructions, as relevant.”

PSDB 5.2 MINIMUM BASE WIDTHS

ADD THE FOLLOWING SUB PARAGRAPH TO:

c) Should the excavated trench width exceed the specified side allowance on each side of the pipe of 300mm by a value greater than 300mm, remedial measures shall be as directed and shall be provided at the Contractor’s cost unless it can be shown that such excess width is due to factors beyond the Contractor’s control.

Trench widths should be as near vertical as possible in order to minimize the quantity of selected fill material to be provided.”

PSDB 5.4 EXCAVATION

ADD THE FOLLOWING SUB CLAUSES:

PSDB 5.4.1 Principles

- a) The cost of trimming excavations by hand or machine shall not be paid for separately but shall be included in the rates tendered for excavation.
- b) All excavated material shall be kept within defined limits and shall, wherever possible, be deposited alongside the trench. The material shall be deposited so as to leave a clear strip of at least one metre between the edge of the trench and the excavated material and shall not cause undue inconvenience to traffic and property owners. The material shall be placed and kept well clear of all manhole covers, culvert in- and outlets, fire hydrants, benchmarks, stand pegs, fences, etc.
- c) To prevent vertical trench walls from collapsing, excavated material shall, wherever possible, not be stacked on the side of any underlying strata sloping down towards the trench and in this regard attention is specifically drawn to the shales sloping south to north in the Pretoria area.
- d) Excavations more than 1,5 m deep shall be adequately shored or braced to support the overhanging material and other loads which may occur. If the Contractor is of the opinion that shoring or bracing for an excavation of depth of more than 1,5 m is not necessary, he shall notify the Employer's Agent accordingly in writing, including a report from a professional Employer's Agent or a professional technologist competent in excavations. The report shall include the relevant laboratory tests.
- e) The Contractor shall provide all the open and close timbering, strutting and shoring required for the safety of the excavations and structures adjacent to the trenches, and shall be solely and wholly responsible for ensuring the adequacy of these measures for this purpose.

Without in any way affecting or detracting from the Contractor's responsibility, the Employer's Agent shall have the right to instruct the Contractor to provide additional or improved timbering, shoring or strutting where he considers this to be necessary. The Contractor shall have no claim for additional payment on this account.

The shoring method adopted shall be compatible with the soil type and the excavating, backfilling and pipe-laying methods adopted and shall not place any undue restrictions on the laying of the pipes.

Timbering and shoring shall be left in position until the Employer's Agent has authorised their removal.
- f) Shoring and bracing may not be necessary where the Contractor elects to slope the sides of the excavation to at least the maximum angle of repose measured relative to the horizontal plane, as determined by laboratory tests. Sloping of the sides could be combined with steps. The Contractor will submit the proposed excavation profile to the Employer's Agent for approval.
- g) The cost for shoring, bracing and sloping of the sides will be included in the rates tendered for excavation. The cost for the services of a professional Employer's Agent or a professional technologist, including the relevant laboratory costs, shall be included in the tendered rates.
- h) The Safety officer, or another competent person appointed by the Contractor in writing, shall inspect every excavation, including bracing and shoring:
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available

- to an inspector, the Employer, Employer's agent, contractor or employee upon request;
- i) Each excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, shall be
 - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor."

PSDB 5.4.2 Hand Excavatability

PSDB 5.4.3 Excavation of Asphalt Surfaces

The existing asphalt road surfacing shall be saw-cut prior to excavation commencing for the full width of the trench as specified on the construction drawings so as to ensure a neat finish to the reinstated surfacing.

PSDB 5.6 BACKFILLING

PSDB 5.6.3 Disposal of Soft Excavation Material

DELETE THE EXISTING CLAUSE AND REPLACE WITH:

- (a) "The Contractor shall locate and negotiate for tipping sites for the disposal of surplus material and bear all costs in connection therewith. Arrangements for the consent of the owner of a property to deposit spoil and or temporary spoil thereon shall be confirmed in writing. Such arrangements shall be approved before being implemented. All spoil sites shall be neatly finished off and compacted to 90% of MOD.AASHTO density."

PSDB 5.6.6 Completion of Backfilling

ADD THE FOLLOWING:

- (b) Backfilling should not lag more than 50m behind the laying operation.

PSDB 5.7 COMPACTION

ADD THE FOLLOWING:

"Where pipelines cross existing gravel roads, backfilling shall be carried out as specified in Subclause 5.7.2 and payment therefore will be made under sub item 8.3.3.3."

PSDB 5.9 REINSTATEMENT OF SURFACES

ADD THE FOLLOWING TO THIS SUB CLAUSE:

PSDB 5.9.2 Private Property and Commonage

The ground and paved surface of servitudes, parks, driveways, roadways and sidewalks shall be reinstated to at least the standard and conditions as existed previously.

Grass sods shall be cut out from the grassed areas to be excavated and shall be set aside, preserved and kept damp until used for reinstatement. All other material to be used for reinstatement shall be suitably stored for such purpose.

The rate for reinstatement of block paved surfacing shall include all costs for the supplying and laying of the surfacing. The rate shall also cover for taking brick paving out carefully, stockpiling and replacement with new if bricks are broken or damaged. The rate must furthermore provide for all plant, labour and material costs associated with the work.

The rate for reinstatement of asphalt or concrete paved surfacing shall include all costs for the saw cutting, supplying and laying of the surfacing. The rate shall also cover for removal and spoiling of the

material. The rate must furthermore provide for all plant, labour and material costs associated with the work.

The width of any trench through an area paved with bricks or precast concrete units shall be the minimum practicable width that, in the opinion of the Employer's Agent, can be removed without cutting bricks or precast units.

PSDB 5.11 LOCATION OF EXISTING SERVICES

- (c) Positions and details of known existing services as received from the various Departments are indicated on the Construction Drawings. Exact positions cannot be guaranteed by The Employer who will not be held responsible for any damages to any services. The Contractor shall excavate by hand to locate any such services and ensure that care is taken not to damage these services.

ADD THE FOLLOWING NEW SUB-CLAUSE:

PSDB 5.12 DEALING AND PROTECTING EXISTING SERVICES

All existing services, underground as well as above ground level, shall be protected by the Contractor in an appropriate manner, for the duration of the construction or as deemed necessary by the Employer's Agent, such that no damage to or interruption of the services shall occur.

ADD THE FOLLOWING NEW SUB-CLAUSE:

PSDB 5.13 GAS MAIN, ELECTRICITY AND TELECOMMUNICATION POLES

Gas mains, electricity and telecommunication poles along the pipe route are to be stabilised and protected prior to excavation and for the duration of construction.

ADD THE FOLLOWING NEW CLAUSE:

PSDB 5.14 TREES IN CONSTRUCTION PATH

Whenever possible any trees that lie within the construction path, shall not be removed and care shall be exercised to avoid damaging them. If the Contractor considers the removal of any tree unavoidable he/she shall obtain in writing the approval of the Employer's Agent and the Environmental Consultant prior to removal of any trees. Rates to cover removal and replacement where practical are provided in the schedule of quantities. A penalty of R1, 000.00 will be applied for any unauthorized or unnecessary damage to any tree which in the opinion of the Employer's Agent could have been avoided.

PSDB 7 TESTING

ADD THE FOLLOWING NEW SUBCLAUSE:

PSDB 7.2 Inspection at Intermediate Stages of Construction

The Contractor shall call the Employer's Agent, giving him reasonable notice, to inspect the works at the following intermediate stages of construction:

- a) After completion of the trench excavation and preparation of the trench bottom and before any pipe is laid.
- b) After the selected backfill material has been placed around the pipe and before the remainder of the trench is backfilled.
- c) Before placing of premix on roads or any final surfacing on constructed footways. Work shall not progress through the specified stages without the approval of the Employer's Agent or his representative on site.

Failure to comply with the provision of this clause shall result in the suspension of the backfilling work until the testing has been approved by the Employer's Agent."

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.1 BASIC PRINCIPLES

ADD THE FOLLOWING PRARGRAPH:

“The basic principle of measurement and payment for earthworks for a pipe trench is that the rates tendered for excavation shall also cover the cost of trimming, handling and shoring or bracing as specified in clause PSDB 5.4”.

PSDB 8.3 SCHEDULED ITEMS

PSDB 8.3.2 Excavation

- a) Excavate in all materials, for trenches, backfill compact and dispose of surplus material

ADD THE FOLLOWING SUB-ITEM:

The rate shall also cover the cost of excavating for trenches using labour intensive construction methods. The rate shall exclude the cost of removal of grass sods and compaction but shall include for the disposal of surplus/unsuitable material. The rate shall, in addition, cover the costs for compliance with the requirements of PSDB 5.4.1.

- b) Extra over item (a) above for:

ADD THE FOLLOWING AT THE END OF THE EXISTING SUB-ITEM 2:

“No payments will be made under sub items (1) and (2) in respect of any materials measured and paid for under sub item 3 below.”

AND ADD THE FOLLOWING NEW SUBITEMS IN 8.3.2(b):

- (3) Hand excavation and backfill where ordered by the Employer’s AgentUnit: m³
The unit of measurement shall be the cubic metre of material, measured in place according to the authorised dimensions, which was excavated by the hand on the specific prior written instructions of the Employer’s Agent; provided always that the Employer’s Agent’s said instruction shall have stated that measurement and payment for such hand excavation will be in accordance with this item.
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 Employer’s Agent shall not be obliged to authorise payment under this item in respect of any hand excavation carried out (whether ordered in writing or otherwise), which hand excavation was in any case necessary to achieve compliance by the Contractor with his obligations under the Contract to
- (i) utilize construction appropriate to the nature of the specific parts of the works; and/or
 - (ii) protect existing structures and/or services; and/or
 - (iii) comply with all prevailing legislation and regulations.
- (4) Cutting of premix and concrete surfaces.....Unit: m²
The cutting of premix and concrete surfaces shall be measured per square metre of cut as scheduled. Cutting of premix and concrete surfaces shall be done with a diamond tipped saw or by some other approved method. The depth of the cut shall be such that the adjoining premix and concrete surfaces are not disturbed when excavation takes place. The cutting of surfaces shall be done 100mm on either side of the trench.
- (5) Backfill stabilised with 5% cement where directed by the Employer’s Agent.....Unit: m³
The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilised on the Employer’s Agent’s instructions in accordance with subclause PSDB 3.5(c).
The tendered rate shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density.
- (6) Soil-crete backfill where directed by the Employer’s AgentUnit: m³

The unit of measurement shall be the cubic metre of soil-crete placed on the Employer's Agent's instructions in accordance with subclause PSDB 3.5(d), measured in place according to the authorised dimensions.

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

PSDB 8.3.3 Excavation ancillaries

PSDB 8.3.3.3 Compaction in road reserves

REPLACE THE HEADING OF THIS SUBITEM WITH THE FOLLOWING:

"PSDB 8.3.3.3.3 Compaction in road crossings"

REPLACE THE SENTENCE, "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1", WITH THE FOLLOWING:

"To determine the volume in the case of gravel roads, the depth will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1."

PSDB 8.3.3.4 Overhaul

REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with subclause PSD 5.2.5."

PSDB 8.3.4 Particular items

PSDB 8.3.4(a) Shore trench opposite structure or service

REPLACE THE HEADING OF THIS SUBITEM WITH THE FOLLOWING:

PSDB 8.3.4(a) Shore trench opposite structure or service for depths:"

ADD THE FOLLOWING AFTER THE LAST SENTENCE:

"Separate items will be measured for depths of trenches in increments of 1 m. The 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 instructions were issued by the Employer's Agent over and above the Standard Specifications for safety of excavations as specified in SANS 1200 DB, subclause 5.1."

PSDB 8.3.4(b) Temporary works: Control water inflow from to

REPLACE THIS SUBITEM WITH THE FOLLOWING:

PSDB 8.3.4(b) Accommodation of existing flows for temporary or permanent connections or construction of new structures or pipe trenches:

- 1) (Description of item stated) Unit: Sum
- 2) Etc for other structures

The tendered sums shall include full compensation for any inconvenience suffered, for normal and exceptional risks, for unforeseen eventualities and for maintaining the accommodated flow as long as necessary and shall include for the design and construction of all necessary temporary measures such as additional clearing, grubbing, earthworks, culverts, structures, pipework, pumping, cleaning up and any other associated work that may be required as specified in Clause PS1.5. Where a temporary structure for the accommodation of an existing flow has been designed by the Employer's Agent and is to be constructed by the Contractor, payment for such structure shall, unless otherwise stated in the scheduled item, be made under the applicable sub items in this payment item."

PSDB 8.3.5 Existing services that Intersect or Adjoin a Pipe Trench

PSDB 8.3.5 a) Services that intersect a trench

ADD TO THE FIRST SENTENCE OF THIS SUB CLAUSE AS FOLLOWS:

After "Except where water pipes are to be recovered" add "and water leads for erf connections need to be renewed"

ADD THD NEW SUBCLAUSE PSDB 8.3.5 c) TO CLAUSE 8.3.5 AS FOLLOWS:

PSDB 8.3.5 c) Services that require special care

- 1) Description of service.....Unit: No
- 2) Etc for other items.....Unit: No

The Unit of measurement shall be the number of each service described. Electricity, telecommunication poles and water mains along the pipe route are to be stabilised and protected prior to excavation and for the duration of construction. The rate shall cover the temporary stabilization and protection of electricity and telecommunication poles.

PSDK GABIONS AND PITCHING

PSDK 3 MATERIALS

PSDK 3.2 Pitching

PSDK 3.2.1 Stone

REPLACE THE CONTENTS OF TABLE 2 WITH THE FOLLOWING:

"TABLE 2 SIZE AND MASS OF INDIVIDUAL STONES FOR PITCHING"

1	2	3	4
Size/mass of pitching	Thickness of pitching Mm, min	Least dimension Mm, min	Mass kg, min
Extra heavy	600	300	180
Heavy	400	190	50
Medium	300	150	27
Light	200	110	11

PSDK 5 CONSTRUCTION

PSDK 5.3.3 Grouted pitching

REPLACE THE WORDS "(Table 4)" IN THE SECOND LINE OF THE FIRST PARAGRAPH WITH "(Table 2)"

PSG
PSG 3
PSG 3.2
PSG 3.2.2

**CONCRETE STRUCTURAL
MATERIALS
CEMENT**

Alternative types of cement

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“Only sulphate resistant cement shall be used for water & sanitation services on this project.

If the Contractor wishes to use any other type of cement, he shall obtain the Employer’s Agent’s prior written approval (see 8.1 .3 .2 and 8.1.3.3.) The tendered rates, however, shall be based on the use of sulphate resistant cement only”.

PSG 3.2.3

Storage of cement

ADD THE FOLLOWING:

“Cement shall not be store for longer than 12 weeks without the Employer’s Agents permission”.

PSG 3.4 AGGREGATES

ADD THE FOLLOWING SUBCLUASE:

PSG 3.4.4

Aggregate of dolomitic origin

All aggregates for structural concrete, manholes, pipe encasement, pipe bedding cradles, mass filling, etc. shall not be of dolomitic origin.

PSG 4

PLANT

PSG 4.1 GENERAL

ADD THE FOLLOWING SUBCLAUSE

PSG 4.1.1

Minimum Plant

The contractor shall have the following minimum Plant available and in sound working order:

- (a) Excavator (20T);
- (b) TLB
- (c) Grader
- (d) Water Cart
- (e) Smooth-drum Roller (12T)

ADD THE FOLLOWING SUBCLAUSE:

PSL
PSL 5

**MEDIUM PRESSURE PIPELINES (SANS 1200 L-1983)
CONSTRUCTION**

PSL 5.1 Laying

PSL 5.1.4.2

Cover

Add the following to this sub clause:

The minimum cover to finished surface over water mains shall be 0.8m in trafficked areas and 0,6m elsewhere. At valves the depth of the pipeline shall be increased if necessary to ensure a minimum cover of 100mm over the valve cap. The cover shall be maintained as close as possible to the minimum without local sags or humps and shall not be increased above the minimum by more than 200mm without the approval of the Employer’s Agent.

PSL 5.8

Brickwork in Chambers and Manholes

Add the following to this sub clause:

The joints of exposed faces shall be flush-trowelled, hard and smooth and shall be rubbed for the full width of the joint as the work proceeds to give a hard polished finish.

PSL 5.11

Work on Existing Mains

Add the following new sub clause:

Where connections are to be made to existing mains, the Contractor shall timeously inform the Matjhabeng Local Municipality Water Department for requirements and approvals.

Work on existing mains and components of the reticulation system shall be carefully planned in consultation with the Employer’s Agent. The work shall be carried out expeditiously to ensure that the disruption of services and inconvenience to the local residents is kept to a minimum.

PSL 5.12 Connection to the Existing Mains

Add the following new sub clause:

The Contractor shall supply all necessary fittings, after consultation with the Matjhabeng Local Municipality, as applicable, including steel flange adaptors suitable for a 100mm or 200mm diameter on the one end, a different diameter high impact PVC Class 12 pipe at the other end and a reducer if necessary. The fittings shall be supplied complete with flanges drilled to SANS 1123 Table 1600/3

The Contractor shall confirm all measurement on site and after discussion with Matjhabeng Local Municipality, the prior to ordering any pipe fittings.

PSL 5.14 Sterilising of Water Mains

Add the following new clause:

The entire water reticulation shall be sterilised at 10mg/l free chlorine for 12 hours and will then be thoroughly flushed.

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 Scheduled Items

PSL 8.2.21 Connect to Existing Mains

Unit: No

Add the following new sub clause:

The connection of the new mains onto existing mains shall be measured by number of various diameters. The rate shall cover the cost of isolating, dewatering and exposing the existing main at the connection point, cutting out the section of the mains as required and making good the ends, backfilling and removal of surplus and unsuitable material including supply and installation of fittings and couplings.

PSLB BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“Selected granular material shall have a PI not exceeding 10 and shall be free from sharp-ended particles or particles exceeding 19 mm in size.”

“Selected fill material shall have a PI not exceeding 15 and shall be free from sharp-ended particles or particles exceeding 19 mm in size.”

PSLB 3.3 BEDDING

ADD THE FOLLOWING:

“uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this subclause.”

PSLB 3.4 SELECTION

PSLB 3.4.1 Suitable material available from trench excavation

REPLACE THE WORDS “(but is not required)” IN THE FIFTH LINE WITH THE WORDS “(at his own cost)”.

PSLB 7 TESTING

PSLB 7.1 DENSITY

REPLACE THE SECOND SENTENCE IN THE FIRST PARAGRAPH WITH “The test will be carried out using the Troxler method.”

ADD THE FOLLOWING SUB-CLAUSE

PSLD: SEWERS

PSLD 5: CONSTRUCTION

PSLD 5.6 Manholes, Inspection chambers, etc

ADD THE FOLLOWING TO THIS SUBCLAUSE

PSLD 5.6.5 Precast Concrete Manholes

All heavy duty frames and covers shall be ductile iron. The manhole cover and frame shall comply fully with the requirements of SANS 50124, Class C250, and be manufactured from spheroidal graphite cast iron, complying with the requirements for Grade 42 of SANS .

The manhole cover shall be of sliding action or hinged type to prevent removal of the cover when secured in the frame.

The locking device shall be incorporated into the cover to prevent unauthorised interference.

The cover shall have anti-slip projections on the top surface, so arranged as to form an acceptable uniform pattern.

The following information shall be clearly legibly cast on the cover:

- the SANS Standardisation Mark;
- the manufacturer's name, trade name or trade mark;
- the duty/class of cover
- the type number
- the approved Matjhabeng Local Municipality logo (as may be applicable)

C3.4.6.2 VARIATIONS AND ADDITIONS TO COLTO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS FOR STATE AUTHORITIES 1998 (GREEN BOOK) AND PARTICULAR SPECIFICATIONS

B3400 PAVEMENT LAYERS OF GRAVEL MATERIALS

B34.02 Extra over item 34.01 for the supply of natural gravel from commercial sources for :

(c) Gravel subbase (G6 quality)

(e) Gravel base (G4 quality)

The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer for material obtained from commercial sources to make up the gravel subbase and gravel base.

The tendered rates shall provide full compensation for procuring from commercial sources, furnishing and placing all materials and compacting of the material, over an unlimited free haul distance where material is obtained from commercial sources, and for the testing, protecting and maintaining of layers as specified

C3.5 HEALTH AND SAFETY

**Occupational health and safety specification for
CONTRACT FOR THE INSTALLATION OF INTERNAL
WATER AND SEWER NETWORK AT MELODING UNIT
3 AND 7 IN VIRGINIA, FREE STATE**

Occupational health and safety specification for: CONTRACT FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

1. DEFINITIONS

In this document the following expressions shall bear the meanings assigned to them below:

- 1.1 **Client** means any person for whom construction work is being performed and/or undertaken [i.e. Department of Water and Sanitation for purposes of this specification];
- 1.2 **Construction Regulations** means the Occupational Health and Safety Act's, No 85 of 1993, new Construction Regulations that came into effect on 01 March 2014;
- 1.3 **Occupational health and safety plan** mean a sufficiently documented plan to the standards of the Client, which addresses hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified;
- 1.4 **Occupational health and safety specification** mean a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons working, visiting, passing, staying and/or working close to the construction site and/or other applicable areas such as site camp;
- 1.5 **OHSACT** means the Occupational Health and Safety Act, No. 85 of 1993, as amended; and
- 1.6 **Principal Contractor** means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the Client to be in overall control and management of the construction site and works.

2. INTRODUCTION

CONTRACT FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

In terms of Construction Regulation 5(1)(b) of the OHSACT, the Client is required to compile an occupational health and safety specification for any intended project and provide such specification to prospective tenderers/bidders.

This objective of this specification has is to ensure that the principal contractor entering into a contract with the Client achieves and maintain an acceptable level of occupational health and safety performance and compliance. The principal contractor's occupational health and safety management will be evaluated against this specification. Over and above this specification the principal contractor will be expected to comply with all legal requirements that govern occupational health and safety in the work place. The Client through its OHS Agent might impose additional requirements based on professional judgement and the particular risk profile of the project.

This document forms an integral part of the contract between the Client and the principal contractor and the principal contractor and other contractors should make it part of any contract/s that they may have with other contractors and/or suppliers as far as this project is concerned. It is therefore imperative that the principal contractor makes an allowance for compliance with this document in their bid.

3. SCOPE

To develop a project specific occupational health and safety specification that addresses the reasonable and foreseeable risks, exposures and aspects of occupational health and safety as affected by the abovementioned contract work.

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

Any contractor interested in submitting a bid in response to the Client's formal tender for any construction project, has to prepare and include a draft occupational health and safety plan based on this specification and the OHSACT in its tender submission. The Client will evaluate this plan as part of its formal tender adjudication processes to ensure compliance with Construction Regulation 5 that stipulates that the Client may only appoint a contractor who has the necessary competencies and resources to carry of the work appointed for safely.

4. GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

4.1 Hazard identification and risk assessment (Construction Regulation 9)

4.1.1 Risk assessments

Annexure 5 of this specification contains a list of risk assessment headings that have been identified by the Client as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is only offered as assistance to the contractors intending to tender for the applicable works. It therefore remains the overall responsibility of the principal contractor to consider all applicable risks and pro- actively undertake risk assessments and implement appropriate risk mitigation measures.

4.1.2 DEVELOPMENT OF RISK ASSESSMENTS

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that risk assessments are undertaken by a competent person, appointed in writing, and the risk assessments shall form part of the occupational health and safety plan and be implemented and maintained as contemplated in Construction Regulation 9(1).

The risk assessments shall include, at least:

- The identification of the current as well as emerging risks and hazards to which persons may be exposed to;
- The analysis and evaluation of the risks and hazards identified;
- A documented plan of safe working procedures (SWP) and any method statements to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the SWPs; and
- A plan to review the risk assessments as the work progresses and changes are introduced, or incidents occurred which requires the re-evaluation of the processes/risk mitigation.

Based on the risk assessments, the principal contractor must develop a set of site-specific occupational health and safety rules that will be applied to regulate the occupational health and safety aspects of the construction.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to the Client before mobilisation on site commences.

Despite the risk assessments listed in Annexure 5, the principal contractor is required to conduct a baseline risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment. The baseline risk assessment must further include the SWPs and the applicable method statements based on the risk assessments.

Hazard identification and risk assessments must be undertaken whilst SWPs must be developed for all out-of-scope work.

4.1.3 REVIEW OF RISK ASSESSMENTS

The principal contractor is to review the hazards identified, the risk assessments and the SWPs at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes.

It is also proposed that should an incident occur the SWPs and all other applicable processes be re-evaluated to ensure that the mitigation measures are still applicable and appropriate and if not a revision of the risk assessments be undertaken.

The principal contractor must provide the Client, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments as soon as possible but within 14 calendar days of such changes.

4.2 LEGAL REQUIREMENTS

All Contractors entering into a contract with the Client shall, as a minimum, comply with the -

- OHSACT and a current, up-to-date copy of the OHSACT and its Regulations must be available on site at all times; and
- Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (COID Act) as amended. The principal contractor will be required to submit a letter of registration and “good-standing” from the Compensation Commissioner or compensation insurer before being awarded the contract. A current, up-to-date copy of the COID Act must be available on site at all times.

4.3 STRUCTURE AND RESPONSIBILITIES

4.3.1 Overall supervision and responsibility for occupational health and safety

- a. The principal contractor [appointed in terms of Construction Regulation 5(1)(k)] is responsible to implement and maintain the occupational health and safety plan approved by the Client.
- b. The Chief Executive Officer (in terms of Section 16(1) of the OHSACT) of the principal contractor is to ensure that the Employer (as defined in the OHSACT) complies with the OHSACT. Annexure 1 “Legal Compliance Checklist” may be used for this purpose and assistance.
- c. The principal contractor’s Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHSACT. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHSACT.
- d. The construction manager, assistant construction manager, construction supervisor and assistant construction supervisor(s) appointed in terms of Construction Regulation 8 are responsible for supervising the construction work and in specific to ensure that all work undertaken comply with the requirements of the OHSACT, its Regulations and the Client’s specifications.

4.3.2 OPERATIONAL RESPONSIBILITIES FOR OCCUPATIONAL HEALTH AND SAFETY

The principal contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for occupational health and safety. This list is only the minimum requirement and is therefore in no way exhaustive.

Appointment description	Appointment required in terms of
Construction manager	Construction Regulation 8(1)
Assistant construction manager	Construction Regulation 8(2)
Construction supervisor	Construction Regulation 8(7)
Assistant construction supervisor	Construction Regulation 8(8)
Construction health and safety officer	Construction Regulation 8(5)
Construction vehicle, mobile plant and machinery supervisor	Construction Regulation 23
Drivers of construction vehicles and operators of plant	Construction Regulation 23
Electrical installation and appliances inspector	Construction Regulation 24
Emergency, security and fire coordinator	Construction Regulation 29
Excavation supervisor	Construction Regulation 13
Fall protection supervisor	Construction Regulation 10
First-aiders	General Safety Regulation 3
Firefighting equipment inspector	Construction Regulation 29
Hazardous chemical substances supervisor	Hazardous Chemicals Substances Regulations 10
Incident investigator	General Administrative Regulation 9
Ladder inspector	General Safety Regulation 13(a)
Lifting machines and equipment inspector	Construction Regulation 22
Occupational health and safety committee	OHSACT Section 19
Occupational health and safety representatives	OHSACT Section 17
Person responsible for machinery	General Machinery Regulation 2
Risk assessor	Construction Regulation 9(1)
Scaffolding supervisor	Construction Regulation 16

Stacking and storage supervisor	Construction Regulation 28
Traffic management supervisor	OHSACT Section 9(1)
Traffic safety officer	OHSACT Section 9(1)
Pressure equipment supervisor	Pressure Equipment Regulations
Welding supervisor	General Safety Regulation 9

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

Copies of appointments must be submitted to the Client together with concise CV's of the appointees as part of the principal contractor's health and safety plan and if appointed copies of the appointments included in the occupational health and safety file. All appointments must be approved by the Client and any changes of appointees or appointments must be communicated to the Client and agreed upon before being implemented.

The principal contractor must, furthermore, provide the Client with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

4.3.3 CONSTRUCTION HEALTH AND SAFETY OFFICER

This project requires the appointment of a full-time construction health and safety officer, appointed in terms of Construction Regulation 8(5). This appointee should be duly registered and in good standing with a statutory body approved by the Chief Inspector as is required by Construction Regulation 8(6).

The South African Council for Project and Construction Management Professions (SACPCMP) is currently the statutory body responsible for the professional registration of construction health and safety officers and a copy of the appointee's SACPCMP's registration certificate should be submitted as part of the principal contractor's health and safety plan and also be readily available in the health and safety file to be kept and maintained on site.

4.3.4 DESIGNATION OF OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES (SECTION 17 OF THE OHSACT)

Where the principal contractor employs more than 20 persons [including the employees of other contractors (sub-contractors) and its supervisors] he has to appoint one occupational health and safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the occupational health and safety representatives be executed in consultation with employee representatives or employees. (Section 17 of the OHSACT as well as General Administrative Regulation 6 and 7 refer).

Occupational health and safety representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

4.3.5 DUTIES AND FUNCTIONS OF THE OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES (SECTION 18 OF THE OHSACT)

- a. The principal contractor must ensure that the designated occupational health and safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the principal contractor.
- b. Occupational health and safety representatives must be included in accident and/or incident investigations.
- c. Occupational health and safety representatives must attend all occupational health and safety committee meetings.

4.3.6 APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (SECTION 19 OF THE OHSACT)

The principal contractor must establish an occupational health and safety committee consisting of all the designated occupational health and safety representatives together with a number of management representatives that are not allowed to exceed the number of occupational health and safety representatives on the committee and a representative of the Client who shall act as the chairperson without voting rights. The members of the occupational health and safety committee must be appointed in writing and copies of the appointments included in the occupational health and safety file.

The occupational health and safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

1. Opening and welcome.
2. Members present, apologies and absent.
3. Minutes of previous meeting.
4. Matters arising from the previous meeting.
5. Occupational health and safety representatives' reports.
6. Incident and/or accident reports and investigations.
7. Incident, accident and/or injury statistics.
8. Other matters.
9. Endorsement of registers and other statutory documents by a duly authorised representative of the principal contractor.
10. Close and next meeting.

4.4 MANDATARIES

It is a requirement that the principal contractor, when he appoints contractors or sub-contractors in terms of Construction Regulations 7(1)(c) includes an OHSACT Section 37(2) agreement (i.e. Agreement with Mandatary) in his agreement with such contractor.

4.5 ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH AND SAFETY FILE

4.5.1 The occupational health and safety file [Construction Regulation 7(1)(b)]

As required by Construction Regulation 7(1)(b), the principal contractor and other contractors will each keep an occupational health and safety file on site containing the following documents as a minimum:

1. Copy of the construction work permit (for applicable projects) (Construction Regulation 3)
2. Notification of construction work (Construction Regulation 4.).
3. Updated copies of the OHSACT and its Regulations as well as the COID Act (General Administrative Regulation 4.).
4. Proof of registration and good standing with the Compensation Commissioner or a COID Insurer [Construction Regulation 5(1)(j)].
5. Occupational health and safety plan agreed with the Client including the

- underpinning risk assessment(s) and method statements [Construction regulation 7(1)].
6. Copies of occupational health and safety committee meetings and other relevant minutes.
 7. Designs and/or drawings [Construction Regulation 7(1)(b)].
 8. A list of contractors (sub-contractors) including copies of the agreements between the parties, proof of good standing with the Compensation Commissioner or COID Insurer, and the type of work to be undertaken by each contractor (Construction Regulation 7).
 9. Appointment and designation forms as per paragraphs 4.3.1 and 4.3.2 above.
 10. Copy of the construction health and safety officer's SACPCMP registration certificate.
 11. The following registers:
 - Accident and/or incident register (Annexure 1 of the General Administrative Regulations);
 - Occupational health and safety representative's inspection register;
 - Construction vehicles and mobile plant inspections by controller;
 - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user;
 - Designer's inspections and structures record;
 - Inspection and maintenance of explosive actuated fastening devices;
 - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - Fall protection inspections;
 - First-aid box content;
 - Record of first-aid treatment;
 - Fire equipment inspections and maintenance;
 - Record of hazardous chemical substances kept and used on site;
 - Ladder inspections;
 - Machine safety inspections (including machine guards, lock-outs etcetera);
 - Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators);
 - Inspections of scaffolding;
 - Inspections of stacking and storage;
 - Inspections of structures;
 - Pressure equipment inspections; and
 - Inspections of welding equipment.
 12. All other applicable records.

The Client will conduct and evaluation of the principal contractor's occupational health and safety file from time to time.

4.6 OCCUPATIONAL HEALTH AND SAFETY GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEW OF OCCUPATIONAL HEALTH AND SAFETY PERFORMANCE

The principal contractor is required to maintain a Lost Time Incidents (LTI) of not more than two a month and cumulative of not more than four for the duration of the project (12 months) and report on this to the Client on a monthly basis.

4.7 NOTIFICATION OF CONSTRUCTION WORK (CONSTRUCTION REGULATION 4)

The principal contractor needs to notify the Department of Labour of its intention to carry out construction work, in terms of Construction regulation 4. The principal contractor may not commence with any construction work until there is evidence of notification and the notification is acknowledged (stamped) by the Department of Labour and a copy of the stamped notification must be kept in the Health and safety file on site at all times.

4.8 MEDICAL CERTIFICATES OF FITNESS (CONSTRUCTION REGULATION 7)

As required by Construction Regulation 7(1)(g), the principal contractor must ensure that all employees have a valid medical certificate of fitness specific to the construction work to be performed. These certificates must be issued by an occupational health practitioner in the form of Annexure 3 (i.e. Annexure 3 in the Construction Regulations).

4.9 TRAINING, AWARENESS AND COMPETENCE

The contents and syllabi of all training required by the OHSACT and Regulations must be included in the principal contractor's occupational health and safety plan.

4.9.1 GENERAL INDUCTION TRAINING

All members of the contractor's site management as well as all the persons appointed as responsible for occupational health and safety in terms of the Construction and other Regulations will be required to attend a general induction session.

All employees of the principal and other contractors must be in possession of proof of general induction training.

All subsequent and newly appointed employees must also be subjected to the induction training as soon as possible after the appointment but prior to started working on site.

4.9.2 SITE-SPECIFIC INDUCTION TRAINING

The principal contractor will be required to develop a contract work project specific induction training course based on the risk assessments for the contract work and train all employees and other contractors and their employees in this.

All employees of the principal and other contractors must be in possession of proof that they have attended a site-specific occupational health and safety induction training at all times.

4.9.3 OTHER TRAINING

1. All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training and where applicable licenses or proof of competency.
2. All employees in jobs requiring training in terms of the OHSACT and Regulations must be in possession of valid proof of training.
3. Occupational health and safety training requirements [as required by the Construction Regulations and as indicated by the occupational health and safety specification and the risk assessment(s)] i.e. -
 - a. General induction (Section 8 of the OHSACT);
 - b. Site and job specific induction, including visitors (Sections 8 and 9 of the OHSACT);
 - c. Site and project manager;
 - d. Construction supervisor;
 - e. Occupational health and safety representatives [Section 18 (3) of the OHSACT];
 - f. Training of the appointees indicated in paragraphs 4.3.1 and 4.3.2;

- g. Operators and drivers of construction vehicles and mobile plant (Construction Regulation 23);
- h. Basic fire prevention and protection (Environmental Regulations 9 and Construction Regulation 29);
- i. Basic first-aid (General Safety Regulations 3);
- j. Storekeeping methods and safe stacking (Construction Regulation 28); and
- k. Emergency, security and fire coordinator.

4.9.4 AWARENESS AND PROMOTION

The principal contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees as well as sub-contractors. The following are some of the methods that may be used:

- Toolbox talks
- Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as employee “occupational health and safety circles”.

4.9.5 NOTICES AND SIGNS

The following notices and signs are, where applicable, compulsory on the construction site as well as the contractors’ yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SANS Code 1186
Entry	General Safety Regulation 2C (2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2 (5) 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) [10(e) only applicable to contractor’s yards]
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 (Schedule D)
Explosive actuated fastening devices	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(B)
Construction Works Permit	Construction Regulation 3(4)

4.9.6 COMPETENCE

The principal contractor shall ensure that his and other contractors’ employees appointed are competent and that all training required to undertake the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The principal contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses, and the work situation or requirements changes.

Records of all training must be kept on the occupational health and safety file for auditing purposes.

4.10 CONSULTATION, COMMUNICATION AND LIAISON

The following arrangements will apply-

- 4.10.1** Occupational health and safety liaison between the Client, the principal contractor, the other contractors, the designer and other concerned parties will be through the occupational health and safety committee. In the absence of a health and safety committee, the Client and principal contractor will agree on an alternative communication forum to be implemented.
- 4.10.2** In addition to the above, communication may be directly to the Client or his appointed Agent, verbally (followed up in writing within 14 calendar days) or in writing, as and when the need arises.
- 4.10.3** Consultation with the workforce on occupational health and safety matters will be through their supervisors, occupational health and safety representatives, the occupational health and safety committee and their elected trade union representatives, if any.
- 4.10.4** The principal contractor will be responsible for the dissemination of all relevant occupational health and safety information to the other contractors, for example design changes agreed with the Client and the designer, instructions by the Client and/or his Agent, exchange of information between contractors, the reporting of hazardous and/or dangerous conditions and/or situations etcetera.
- 4.10.5** The principal contractor will be required to do site safety walks with the Client and/or his Agent on a basis to be determined and agreed between the parties.
- 4.10.6** The principle and other contractors will be required to conduct toolbox talks with their employees on at least a weekly basis and records of these including the topics discussed must be kept on the occupational health and safety file. Employees must acknowledge the receipt of toolbox talks which record must, likewise, be kept on the occupational health and safety file.
- 4.10.7** The principal contractor's most senior manager on site will be required to attend all the Client's occupational health and safety meetings.
- 4.10.8** The Client or his Agent and the principal contractor will agree on the dates, times and venues of the occupational health and safety meetings.

4.11 CHECKING, REPORTING AND CORRECTIVE ACTIONS

- 4.11.1 Monthly compliance assessment by Client** **[Construction Regulation 5(1)(0)]**

The Client will be conducting a periodic assessment to comply with Construction Regulation 5(1)(o) and to confirm that the principal contractor has implemented and is maintaining the agreed and approved occupational health and safety plan.

4.11.2 OTHER ASSESSMENTS AND INSPECTIONS BY THE CLIENT

The Client reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary. This could include among others site safety walks.

4.11.3 CONDUCTING AN ASSESSMENT

A representative of the principal contractor must accompany the Client on all assessments and inspections and may conduct his/her own inspection at the same time. Each party will, however, take responsibility for the results of his/her own assessment and/or inspection.

4.11.4 CONTRACTOR'S ASSESSMENTS AND INSPECTIONS

The principal contractor is to conduct his own internal assessments and inspections to verify compliance with his own occupational health and safety plan and management system as well as the requirements of this specification and the compliance of other contractors under his/her control.

4.11.5 INSPECTIONS BY OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES AND OTHER APPOINTEES

Occupational health and safety representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments for example vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

4.11.6 RECORDING AND REVIEW OF INSPECTION RESULTS

All the results of the abovementioned inspections must be in writing, reviewed at occupational health and safety committee meetings, endorsed by the chairperson of the meeting and placed on the occupational health and safety file.

4.11.7 REPORTING OF INSPECTION RESULTS

The principal contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 3: "Safety, Health and Environment Risk Management Report".

4.12 INCIDENT REPORTING AND INVESTIGATION

4.12.1 Reporting of accidents and incidents (Section 24 and General Administrative Regulation 8 of the OHSACT)

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

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed or where -
- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

- machinery ran out of control

to the Client within two calendar days and to the Provincial Director of the Department of Labour within seven calendar days from date of incident (Section 24 of the OHSACT and General Administrative Regulation 8), **except** that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Client and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail. All other reports should still be completed and provided as required.

The principal contractor is required to provide the Client with copies of all statutory reports required in terms of the OHSACT within seven calendar days of the incident occurring.

The principal contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports, including the reports contemplated in 4.11.2 (3) and (4) below, within seven calendar days of the incident occurring.

4.12.2 ACCIDENT AND INCIDENT INVESTIGATION (GENERAL ADMINISTRATIVE REGULATION 9)

1. The principal contractor is responsible for the investigation of all accidents and/or incidents where employees and non- employees were injured to the extent that he, she and/or they had to be referred for medical treatment by a doctor, hospital or clinic.
2. The results of the investigation to be entered into the accident and/or incident register.
3. The principal contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) and (c) of the OHSACT and keeping a record of the results of such investigations including the steps taken to prevent similar accidents/incidents in future.
4. The principal contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
5. The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.

5. OPERATIONAL CONTROL

5.1 EMERGENCY PREPAREDNESS, CONTINGENCY PLANNING AND RESPONSE

- 5.1.1 The Contractor must appoint a competent person to act as emergency controller and/or coordinator.
- 5.1.2 The principal contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.
- 5.1.3 The principal contractor and the other contractors must hold regular practice drills of

contingency plans and emergency procedures to test them and familiarise employees with them.

5.2 FIRST-AID (GENERAL SAFETY REGULATION 3)

- 5.2.1 The principal contractor must provide first-aid equipment and have qualified first-aiders on site as required by General Safety Regulation 3 of the OHSACT.
- 5.2.2 The contingency plan of the principal contractor must include arrangements for the speedily and timeously transportation of injured and/or ill person(s) to a medical facility or getting emergency medical support to person(s) who may require it.
- 5.2.3 The principal contractor must have firm arrangements with his contractors in place regarding the responsibility of these contractor's first-aid arrangements as well as treatment of injured and/or ill employees.

5.3 SECURITY

- 5.3.1 The principal contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, among others, include the rule that non-employees will not be allowed on site unaccompanied.
- 5.3.2 The principal contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

5.4 ACCOMMODATION OF TRAFFIC

- 5.4.1 Where construction work is undertaken in, next to or close to a public road, the use of appropriate as well as a sufficient number of road signs is of paramount importance to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/risks/vehicles.
- 5.4.2 The principal contractor shall ensure that appropriate as well as a sufficient number of road signs are posted to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/vehicles. These signs shall be repeated and utilised, where appropriate, as actual construction work is approached.
- 5.4.3 The following signage is required as a minimum where construction work is undertaken in, next to or close to a public road:
 - a. "Construction work ahead" sign at least 45 meters before the start of the construction work;
 - b. "Lane narrows" sign 30 meters before the start of the construction work;
 - c. "Keep right/left" sign 15 meters before the start of the construction work and again where the tapering begins; and
 - d. Delineators and cones every 5 meters for the entire stretch of construction work.
- 5.4.4 Where construction work includes excavations in or next to a public road, warning lights or visible boundary indicators should be provided after dark or when visibility is poor.
- 5.4.5 The maintenance of all signage and especially those that is suitable after dark should be duly managed.
- 5.4.6 Where appropriate duly trained flag persons should be deployed a good distance ahead of

areas where traffic is deviated, or lanes closed off. These flag persons should be managed assertively to ensure that they add optimal value, and should they not do so they should be retrained and if necessary, replaced.

- 5.4.7 The community liaison officer (CLO) should also be sensitised on the optimal management of traffic and the risks involved and then be instructed to increase community awareness through talking to all stakeholders including the distribution of suitable information brochures.

5.5 FALL PROTECTION [WORKING IN FALL RISK POSITIONS (CONSTRUCTION REGULATION 10)]

- 5.5.1 A pre-emptive risk assessment will be required for any work to be carried out from a fall risk position and will be classified as “work in elevated positions”.
- 5.5.2 As far as is practicable, any person working in an elevated position will work from a stable platform, ladder or other device that is at least as safe as if he or she is working at ground level and whilst working in this position be wearing suitable fall arrest equipment to prevent the person falling from the platform, ladder or other device utilised. This fall arrest equipment will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.

Alternatively, any surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in SANS 10085 code of practice for the design, erection, use and inspection of access scaffolding.

- 5.5.3 Where the requirement in paragraph 5.5.2 is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer’s head at all times and the lanyard must be fitted with a shock absorbing device or the person must be attached to a fall arrest system that is approved by the Client.
- 5.5.4 Where the requirements in paragraph 5.5.3 are not practicable, a suitable catch net, which must be able to sustain the weight of at least the average person working in the elevated position, must be erected.
- 5.5.5 Employees working in elevated positions must be trained to do this safely and without risk to their or other person’s health and safety.
- 5.5.6 Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.
- 5.5.7 Updated records confirming the physical and psychological fitness of employees working at elevated positions should be kept on the health and safety file at all times.

5.6 ACCESS SCAFFOLDING (CONSTRUCTION REGULATION 16)

Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085 entitled, “The Design, Erection, Use and Inspection of Access Scaffolding”.

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

Scaffolding must be erected, altered, maintained or dismantled by person(s) who has/have adequate training and experience in this type of work or under the continuous and direct supervision of such a person.

5.7 LIFTING EQUIPMENT (CONSTRUCTION REGULATION 22)

Lifting equipment must be designed and constructed in accordance with the manufactures/designer's specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the Driven Machinery Regulation 18 of the OHSACT:

The Driven Machinery Regulation requires that:

- a. Lifting equipment to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the table of maximum loads should be used by the driver/operator;
- b. Each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit;
- c. Lifting equipment be fitted with a brake or other applicable device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when the lifting power is interrupted;
- d. Lifting equipment fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML;
- e. Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes- 10 (ten)
- f. Every hook or load attaching device must be designed as such or fitted with a device that will prevent the load from slipping off or disconnecting;
- g. Every lifting machine must be inspected, and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person;
- h. All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and
- i. No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by an inspector of the Department of Labour.

5.8 LIFTING TACKLE

The following requirements will apply to lifting tackle:

- a. Manufactured of sound material, well-constructed and free from latent defects;
- b. Clearly and conspicuously marked with an identity number;
- c. Maximum mass load factor of safety:
 - Natural fibre ropes - 10(ten)

- Man-made fibre ropes and woven webbing - 06(six)
 - Steel wire ropes – single rope - 06(six)
 - Steel wire ropes – combination slings - 08(eight)
 - Mild Steel chains - 05(five)
 - High tensile/alloy steel chains - 04(four)
- d. Steel wire ropes must be discarded (not used any further for lifting purposes) when wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded in a designated log book.

5.9 CONSTRUCTION VEHICLE AND MOBILE PLANT OPERATORS

The following requirements will apply to construction vehicle and mobile plant operators:

- a. Only certified and/or competent employees may be allowed to operate any construction vehicle and mobile plant.
- b. Every lifting machine operator must be trained specifically for the type of lifting machine that he or she is operating.
- c. Only employees duly authorised to do so may operate any construction vehicle and mobile plant.
- d. Only employees physically and psychologically fit, i.e. in possession of a medical certificate of fitness, may be allowed to operate any construction vehicle and mobile plant.

5.10 CONSTRUCTION VEHICLES AND MOBILE PLANT (CONSTRUCTION REGULATION 23)

Construction vehicles and mobile plant will initially during the competency evaluation process be inspected by the Client prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHSACT and Regulations.

Construction vehicles and mobile plant must be:

- a. Of acceptable design and construction;
- b. Maintained in good working order;
- c. Used in accordance with their design and intention for which they were designed;
- d. Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;
- e. Provided with safe and suitable means of access;
- f. Fitted with adequate signalling devices to make movement safe including reversing;
- g. Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into same;
- h. Provided with roll-over protection;
- i. Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book and any defects addressed as matter of urgency;
- j. Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- k. Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

No loose tools, material etcetera is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported.

No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose.

The construction site must be organised to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated.

Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or adequate barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant.

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

All construction vehicles and mobile plant daily inspection records must be kept in the occupational health and safety file.

5.11 ELECTRICAL INSTALLATIONS (CONSTRUCTION REGULATION 24)

Any electrical work undertaken as part of the project, including the installation of temporary electricity for construction use shall be in accordance with Construction Regulation 24 and the Electrical Installation Regulations.

The principal contractor must ensure that:

- a. Existing services are to be located and clearly marked before construction commences and during the progress thereof;
- b. Where the abovementioned is not possible, employees with jackhammers etc. will be protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etcetera;
- c. Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site;
- d. Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the occupational health and safety file;
- e. Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the occupational health and safety file; and
- f. A competent person appointed in writing must control all temporary electrical installations.

5.12 ELECTRICAL AND MECHANICAL LOCKOUT

An electrical and mechanical lockout procedure must be developed by the principal contractor and submitted to the Client for approval before construction commences. All contractors on site must be informed of and adhere to this lockout procedure.

5.13 USE AND STORAGE OF FLAMMABLES (CONSTRUCTION REGULATION 25)

The principal contractor must ensure that:

- a. No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions is taken;
- b. Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient firefighting equipment installed and fire prevention methods practiced for example proper housekeeping;
- c. Only one day's quantity of flammable is to be kept in the workplace;
- d. Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas; and
- e. Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.

5.14 HAZARDOUS CHEMICAL SUBSTANCES

The principal contractor must ensure that:

- a. Employees receive the necessary information and training to be able to use, handle and store hazardous chemical substances safely;
- b. The risk assessments required in terms of Construction Regulation 9 include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- c. Suppliers provide the necessary information in the form of material safety data sheets regarding hazardous chemical substances required to ensure the safe use, handling and storage of these substances;
- d. An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the said hazardous chemical substances;
- e. Hazardous chemical substances containers be clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- f. Hazardous chemical substances for example asbestos dust is not cleared by using compressed air but should be vacuumed;
- g. No person eats or drinks in an area where hazardous chemical substances are stored or utilised; and
- h. Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.

5.15 STORAGE OF FLAMMABLE AND HAZARDOUS CHEMICALS (HAZARDOUS CHEMICAL SUBSTANCES REGULATIONS)

See paragraphs 5.13 and 5.14 above.

5.16 FIRE PREVENTION AND PROTECTION

The principal contractor must ensure that:

- a. The risk of fire is avoided;
- b. Sufficient and suitable storage of flammables is provided;
- c. All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- d. A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- e. Employees are informed regarding emergency evacuation procedures and escape

- routes;
- f. Emergency escape routes are kept clear at all times and clearly marked;
- g. Evacuation assembly points are demarcated and made known to employees;
- h. Evacuation is regularly practiced ensuring that all persons are evacuated timeously and;
- i. Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors and disabled persons have been left behind; and
- j. A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

5.17 HOUSEKEEPING (CONSTRUCTION REGULATION 27)

The principal contractor must ensure that:

- a. Housekeeping is continuously implemented and maintained;
- b. Materials and equipment is properly stored;
- c. Scrap, waste and debris is removed off site regularly;
- d. Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- e. Waste and debris not to be removed by throwing from heights but by chute or crane;
- f. Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- g. Catch platforms or -nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- h. An unimpeded work space is maintained for every employee;
- i. Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done;
- j. As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- k. The walls and roof of every indoor workplace be sound and leak-free; and
- l. Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

5.18 STACKING AND STORAGE (CONSTRUCTION REGULATION 28)

The principal contractor must ensure that:

- a. A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- b. Adequate storage areas are provided and demarcated;
- c. The storage areas are kept neat and under control;
- d. The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- e. The items in the lower layers can support the weight exerted by the top layers;
- f. Cartons and other containers that may become unstable due to wet conditions are kept dry;
- g. Pallets and containers are in good condition and no material is allowed to spill out;
- h. The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
- i. The articles that make up a single tier are consistently of the same size, shape and mass;
- j. Structures for supporting stacks are structurally sound and able to support the mass of the stack;

- k. No articles are removed from the bottom of the stack first but from the top tier first;
- l. Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
- m. Stacks that are in danger of collapsing are broken down and restacked;
- n. Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- o. Stacks are built in a header and stretcher fashion and that corners are securely bonded; and
- p. Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

5.19 EATING, CHANGING, WASHING AND TOILET FACILITIES (CONSTRUCTION REGULATION 30)

5.19.1 Toilets

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

5.19.2 SHOWERS

At least cold-water showers of some sort for each sex have to be provided at a ratio of at least 1 shower per 15 employees.

5.19.3 CHANGE ROOMS

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

5.19.4 EATING FACILITY

Some form of eating facility sheltered from the sun, wind and rain must be provided.

5.19.5 LIVING ACCOMMODATION

Where the site is in a remote location and transport to home is not readily available, reasonable and suitable living accommodation must be provided after obtaining of the necessary permission from authorities and adhering to requirements such as Bylaws of the local municipality.

5.20 PERSONAL AND OTHER PROTECTIVE EQUIPMENT (SECTIONS 8, 15 AND 23 OF THE OHSACT)

The principal contractor is required to proactively identify the hazards in the workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply re-engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable

equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintain the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s in a consistent and correct manner.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The principal contractor may **not charge any fee** for protective equipment prescribed by him or her **but may charge for equipment under the following conditions:**

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

Please note: Bullet points two and three above should form part of a formal disciplinary process, i.e. following a disciplinary hearing.

5.21 PORTABLE ELECTRICAL TOOLS AND EQUIPMENT (ELECTRICAL MACHINERY REGULATION 9)

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

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

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

This equipment -

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

5.22 PUBLIC HEALTH AND SAFETY (SECTION 9 OF THE OHSACT)

The principal contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work

as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes among others:

- a. Non- employees entering the site for whatever reason;
- b. The surrounding community; and
- c. Passers-by by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.

All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

5.23 EXCAVATIONS (INCLUDING PILING) (CONSTRUCTION REGULATION 13)

All excavation work, such as for example the replacement of the water and sewer connections) has to comply with the following:

- 5.23.1 Excavation work must be carried out under the supervision of a competent person with at least two years practical experience in excavation work who has been appointed in writing.
- 5.23.2 Before excavation work begins the stability of the ground must be evaluated.
- 5.23.3 Whilst excavation work is being performed, the principal contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- 5.23.4 No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- 5.23.5 Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out **but only after** written permission has been obtained from the appointed competent person.
- 5.23.6 Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing.
- 5.23.7 Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained, before excavation proceeds, whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavation supervisor.
- 5.23.8 No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load. Best practice requires a one-meter clearance so as to reduce the pressure on the side walls as well as risk of material falling onto persons inside the excavation. Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected.
- 5.23.9 Every excavation must be provided with means of access that must be within 6 metres of any employee within the excavation at any time. Should ladders be utilised for this purpose they should be duly secured.
- 5.23.10 The location and nature of any existing services such as water, electricity, gas, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe

for employees working in or near in the excavation.

- 5.23.11 Every excavation, including the shoring and bracing or any other method to prevent a possible collapse, must be inspected by the appointed competent person as follows:
- Daily before work commences
 - After an unexpected collapse of the excavation or part thereof
 - After substantial damage to any support
 - After rain
- 5.23.12 The results of any inspections must be recorded in a register kept on site in the health and safety file.
- 5.23.13 Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced off, on all sides, to at least one meter high and as close to the excavation perimeter as practicable. All such excavations must also be provided with warning lights or visible boundary indicators after dark or when visibility is poor.

DEMOLITION WORK

- 5.24.1 Demolition work must be carried out under the supervision of a competent person who has been appointed in writing.
- 5.24.2 A detailed structural engineering survey of the structure to be demolished must be carried out and a method statement on the procedure to be followed in demolishing the structure must be developed by a competent person, before any demolition may be commenced.
- 5.24.3 As demolishing progresses the structural integrity of the structure must be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature or uncontrolled collapse.
- 5.24.4 Steps must be taken to ensure that where a structure is being demolished:
- a. no floor, roof or any other part of the structure is overloaded with debris, material or equipment that would make it unsafe;
 - b. precautions are taken to prevent the collapse of the structure when any frame, support or reinforcement is cut or removed;
 - c. shoring or propping is applied where necessary;
 - d. no employee is required or allowed to work under unsupported overhanging material; and
 - e. the stability of an adjacent building, structure, road or services is maintained at all times.
- 5.24.5 The location and nature of any existing services such as water, electricity, gas etcetera must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for employees and other persons.
- 5.24.6 Every stairwell in a building being demolished must be adequately illuminated.
- 5.24.7 Convenient and safe means of access must be provided and maintained at all times.
- 5.24.8 A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on employees and/or persons entering and leaving and every other area where the likelihood exists of material or debris falling on employees and/or persons must be fenced or barricaded.
- 5.24.9 No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded.
- 5.24.10 Waste and debris may only be disposed from a height in a chute with the following design:
- a. adequately constructed and rigidly fastened and secured;

- b. inclined greater than 45 degrees and enclosed on all four sides;
 - c. fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute;
 - d. discharged into a container or a barricaded area; and
 - e. demolition equipment may only be used on floors or slabs that are able to support it.
- 5.24.11** Asbestos related work must be conducted to the requirements of the Asbestos Regulations promulgated under the OHSACT and in particular Asbestos Regulation 21, i.e.:
- a. demolition of asbestos may only be carried out by a registered (with the Department of Labour) asbestos contractor;
 - b. all asbestos materials likely to become airborne must be identified; and
 - c. a plan of work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA), whom is approved by the Department of Labour, thirty calendar days prior to commencement of demolishing work unless the plan was drawn up by an AAIA and a signed (by all parties) copy is submitted to the Department of Labour fourteen calendar days before commencement of the demolishing.
- 5.24.12** During demolition work:
- a. all asbestos containing material must be disposed of safely, i.e. deposited only at a suitable site and proof of such deposits kept;
 - b. employees must be issued with appropriate personal protective equipment and the proper use thereof enforced at all times; and
 - c. after the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed.
- 5.24.13** No employee is allowed to:
- a. use compressed air or permit the use of compressed air to remove asbestos dust from any surface or employee or person;
 - b. smoke, eat, drink or keep food or beverages in an area not specifically designated for this; and
 - c. apply asbestos by spraying.

WELDING, FLAME CUTTING OR SIMILAR OPERATIONS

Should any welding work be undertaken as part of emergency repairs to plant and equipment on site or as part of the construction activities, the principal contractor must ensure that:

- 5.24.14** A competent person will be appointed to supervise welding, flame cutting or similar operations on site.
- 5.24.15** The following rules will govern all welding and flame cutting or similar operations:
- a. The welder will be trained regarding the safe use/operation of the equipment.
 - b. The welder and his assistant will be provided with effective and appropriate personal protective equipment and/or clothing.
 - c. Cables and electrode holders will be effectively insulated.
 - d. The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with personal protective equipment.
 - e. Special precautions will be taken where welding is undertaken in confined spaces e.g. proper and sufficient ventilation will be provided.
 - f. In wet or damp conditions, the welding equipment and the welder will be properly insulated, and someone will be on standby to assist in the event of any emergency.
 - g. A qualified person will certify in writing that it is safe to enter and work in a specific confined space before welding or flame cutting is undertaken.
 - h. No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container-
 - is completely closed, unless the rise in internal pressure cannot render it

- dangerous; or
- contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substances.
- i. Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used, the proper precautionary measures will be taken against bumping, falling, rolling etcetera.
- j. Gas welding hoses may only be joined with approved connectors and clamps.
- k. No oil or grease may be applied to oxygen valves and fittings.
- l. It is a sound practice to store pressure vessels and/or welding cylinders vertically and to secure them by means of a chain.
- m. Acetylene cylinders may never be inclined in excess of 45°.
- n. Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.
- o. Where explosive and/or flammable vapours are present welding will only be done under "hot work" permits.

TRANSPORTATION OF EMPLOYEES

5.24.16 Any vehicle used to transport employees must have seats firmly secured and adequate for the number of employees to be carried.

5.24.17 Regulation 247 of the National Road Traffic Act, Number 93 of 1996 (NRTA) stipulates that the principal contractor shall not allow employees to be transported in a vehicle unless the portion of the vehicle in which the employees are being conveyed is enclosed to a height of –

- a. at least 350 mm above the surface on which employees are seated; or
- b. at least 900 mm above the surface on which employees are standing,

in a manner and with a material of sufficient strength to prevent employees from falling from such vehicle when it is in motion.

5.24.18 Regulation 247 of the NRTA also stipulates that the principal contractor shall also not allow any employees to be conveyed in the goods compartment of a vehicle together with any tools or goods, except their personal effects, unless that portion in which the employees are being conveyed is separated by means of a partition, from the portion in which such goods are being conveyed.

DEMOLITION OF ASBESTOS

The principal contractor shall ensure that:

- a. No demolition of asbestos is undertaken unless the principal contractor or any sub-contractor designated to do so is duly registered as an asbestos contractor with the Department of Labour
- b. A plan of work is developed, approved by an Approved Asbestos Inspection Authority and submitted to the Department of Labour at least 14 days prior to commencement of any asbestos demolition work. Proof that the plan of work was submitted to the Department of Labour should be available in the health and safety file which should be kept on site at all times.
- c. Asbestos waste is only disposed of in a waste disposal site specifically designated for this purpose in terms of the Environment Conservation Act, 1989 (Act 73 of 1989), as amended. A certificate from the designated disposal site should be obtained and submitted to the client for evaluation. A copy of this certificate should also be available in the health and safety file at all times.

WORKING IN INCLEMENT WEATHER

The principal contractor shall implement an early warning system to identify inclement weather and to prevent such weather from posing negative implications on the safety of employees and other persons visiting.

The early warning system shall as a minimum provide for the following:

CONSTRUCTION WORK DONE DURING ELECTRICAL STORMS

- a. The principal contractor shall ensure that all employees are removed from heights and all employees are as safe as possible, in inclement weather conditions.
- b. No work is allowed on the construction site during electric storms where employees cannot be protected from it. Protection involves:
 - eating area fitted with a lightning mast
 - workshops
 - inside buildings
- c. No work is allowed in electrical storms on top of open structural steel, even when earthed.
- d. No work is allowed on height where the lightning is within a 10-kilometre radius.
- e. After inclement weather on-site risk assessments will be reviewed to include wet conditions.

CONSTRUCTION WORK DONE DURING RAIN

- f. During rainy conditions all work on steel structures will stop.
- g. No electrical tools will be used during rainy weather in open areas.
- h. Work can be done in water proof areas where there is a zero risk for electrocution.
- i. Areas will be cleared for work during rain:
 - workshops
 - offices
 - work on ground level with the provision that the area is maintained in a safe dry condition

SCAFFOLDING ACTIVITIES DURING INCLEMENT WEATHER CONDITIONS

During inclement weather only, limited scaffolding actions will be permitted i.e. erecting and dismantling activities.

Guidelines for safe choices:

Weather type	Building and dismantling of scaffolding
Lightning	Stop all activities
Light rain	Stop all activities
Heavy rain	Stop all activities

Weather type	Building and dismantling of scaffolding
Wind <28 km/h	Full use
Wind >40 km/h	Stop all activities
Light mist	Full use
Heavy mist	Full use
Hail	Stop all activities

All scaffold users will:

- j. Ensure that scaffolding is inspected immediately after inclement weather conditions.

- k. Ensure that the risks associated with working at heights during inclement weather are identified and reasonably mitigated.
- l. Be cautious of slip/trip hazards when performing activities during inclement weather.
- m. Take note of the weather when completing the daily safe task instructions on site, where applicable.

DRIVING IN INCLEMENT WEATHER

The principal contractor shall ensure that the danger of driving in wet conditions is adequately covered in a risk assessment.

The risk assessment will include, but not limited to:

- n. route planning
- o. speed reduction
- p. planning for emergency situations
- q. driving precautions for slippery surfaces
- r. visibility hazards

6. HEALTH AND SAFETY POLICY

The principal contractor has to provide the Client, as an annexure to the health and safety plan, with a detailed health and safety policy outlining the principal contractor's stance on and principles adopted for health and safety.

7. COST FOR HEALTH AND SAFETY MEASURES DURING THE CONSTRUCTION PROCESS

To enable the Client to comply with Construction Regulation 5(1)(g), all potential principal contractors submitting tenders/bids have to demonstrate to the Client that sufficient provision has been made for the cost to implement and maintain the health and safety plan proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHSACT and its Regulations.

A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential principal contractor's tender document. Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender/bid in terms of Construction Regulation 5(1)(h).

Refer to the OHS part of the Bill Of Quantities (BOQ) for guidance on pricing for Occupational Health and Safety.

8. PROJECT SPECIFIC RISK ASSESSMENT REQUIREMENTS

8.1 GUIDE TO RISK ASSESSMENT

8.1.1 Nine steps to effective risk assessments

- Step 1 : Identifying the current as well as emerging hazard, risks or exposures.
- Step 2 : Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential be repeat itself on a frequent basis.
- Step 3 : Involve as many people as possible in the ongoing risk assessment process especially those at risk.
- Step 4 : Gather all the information and analyse it.
- Step 5 : Look at what actually could or has occurred including non-routine operations.

- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed.
- Step 7 : Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration.
- Step 8 : Ensure the process is practical, realistic, cost and business effective.
- Step 9 : Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

8.1.2 How serious is it?

Probability	Consequences
A Common	1 Fatality or permanent disability.
B Has Happened	2 Major injury.
C Could Happen	3 Average Lost Time Injury.
D Not Likely	4 Minor Injury.
E Practically impossible	5 Medical Treatment or less.

		Probability				
		A	B	C	D	E
Consequence	1					
	2	1	2	3	4	5
	3					
	4	2	3	4	5	6
	5	3	4	5	6	7
	Risk rating					
1 - 3 =	Serious	Immediate (within 1 week).				
4 - 5 =	High	Within 1 month.				
6 - 7 =	Moderate	> 4 weeks.				
8 - 9 =	Acceptable	No action but will consider from time to time.				

8.2 LIST OF RISK ASSESSMENTS

- i. Aggregate/Sand Delivery
- ii. Brickwork
- iii. Compressed gas cylinders-handling
- iv. Compressors – Air
- v. Cutting of pipes Demolition
- vi. Distribution boards – Electrical
- vii. Drivers – of vehicles
- viii. Electrical installation – Maintenance of
- ix. Excavation work
- x. Fire prevention and protection Front end loader
- xi. Fuel supply
- xii. Gas welding-cutting operations
- xiii. Hand and spray painting
- xiv. Hand tools Laying of pipes
- xv. Levelling – off materials
- xvi. Loading supervisor Loading/unloading - of trucks
- xvii. Machine operator

- xviii. Making of steel items
- xix. Material delivery Material handling Placing concrete Plastering
- xx. Portable ladders Refuelling vehicles/plant Scaffolding
- xxi. Site establishment Tile stacking Traffic control
- xxii. Trenches – Digging of
- xxiii. Use of portable electrical tools
- xxiv. Work in elevated positions
- xxv. Working close to existing services i.e. electrical, waste water etc
- xxvi. Working close to traffic Working in inclement weather

Refer to the **BASELINE OCCUPATIONAL HEALTH AND SAFETY (OHS) RISK ASSESSMENT FOR CONTRACT NO. HDA/FS/2021/003**

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE

9. ACKNOWLEDGEMENT OF RECEIPT OF THIS SPECIFICATION

ACKNOWLEDGEMENT OF RECEIPT

**Occupational health and safety specification for
CONTRACT FOR THE INSTALLATION OF INTERNAL
WATER AND SEWER NETWORK AT MELODING UNIT 3
AND 7 IN VIRGINIA, FREE STATE**

I, THE UNDERSIGNED CERTIFY THAT I HAVE RECEIVED A COPY OF THE Occupational health and safety specification for CONTRACT FOR THE INSTALLATION OF INTERNAL WATER AND SEWER NETWORK AT MELODING UNIT 3 AND 7 IN VIRGINIA, FREE STATE. We have taken the requirements thereof in the preparation of our response documents including providing for Health and Safety management during the project.

COMPANY REPRESENTATIVE		WITNESS	
FULL NAMES		FULL NAMES	
COMPANY NAME		COMPANY NAME	
JOB TITLE/POST		JOB TITLE/POST	
DATE		DATE	
SIGNATURE		SIGNATURE	