



Contract No.: MLM/SCM/66/2024

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

VOLUME 1 OF 2 CONDITIONS OF CONTRACT, SPECIFICATIONS AND SCHEDULE OF QUANTITIES

CIDB GRADING:7CE OR HIGHER

NAME OF TENDERER	:
TENDERED AMOUNT	:

ISSUED BY:



Maruleng Municipality
P.O Box 627
Hoedspruit
1380

Tel: (015) 793 2409

PREPARED BY:



Sizeya Consulting Engineers
Postnet Suite 141
Polokwane
0700

Tel: (015) 291 1020



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfillment



**Municipal
Infrastructure
Grant**



Contract No.: MLM/SCM/66/2024

THE TENDER

for the

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

CLOSING DATE: 20 March 2024

CLOSING TIME: 11h00

ISSUED BY:



Maruleng Municipality
P.O Box 627
Hoedspruit
1380

Tel: (015) 793 2409

PREPARED BY:



Sizeya Consulting Engineers
Postnet Suite 141
Polokwane
0700

Tel: (015) 2911020

E-mail: info@sizeya.co.za



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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT
TENDER NO: MLM/SCM/66/2024**

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

A TENDER FOR CATEGORY 7CE OR HIGHER REGISTERED CONTRACTORS

ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE MUNICIPALITY THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Company Registration certificate (CK)		
All Pages of the Bid document must be initialled.		
Proof of registration with CIDB attached and relevant grading to be attached		
Compulsory enterprise questionnaire completed		
Submit three years audited / reviewed Annual financial statements (AFS) - (only where the tender amount exceeds Rt 0Mil- including VAT)		
Letter of authority for signatory for the contract.		
Letter of intent of contract performance guarantee		
Compliant tax status.		
Letter of good standing (COIDA)		
Form of offer/contract form must be completed and signed Other documents that may be used		
Valid B-BBEE Certificate		
Attendance of a compulsory meeting		
Provide Central Supplier Database (CSD) number		
Signed J/V agreement must be attached (Where applicable)		
COMPLETED AND SIGNED MBD FORMS <ul style="list-style-type: none"> - Completed and signed MBD1 - Completed and signed declaration of interest (MBD4) - Complete and signed (MBD 5) - Completed and signed (MBD 6.1) - Completed and signed declaration on past SCM practices form (MBD8) - Completed And Signed MBD9 		
Proof of purchased tender document (for only purchased tender document).		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DOCUMENT LAYOUT

CONTENT VOLUME 1

SECTION	HEADING	COLOUR
PART 1: THE TENDER		
PART T1	TENDERING PROCEDURES SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA SECTION T1.2.1: CONDITIONS OF TENDER SECTION T1.2.2: TENDER DATA SECTION T1.2.4: CIDB STANDARD CONDITIONS OF TENDER	WHITE PINK PINK WHITE
PART T2	RETURNABLE DOCUMENTS SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
PART 2: THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR	WHITE YELLOW YELLOW WHITE
PART C2:	PRICING DATA SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	YELLOW YELLOW
PART C3:	SCOPE OF WORKS SECTION C3.1: PROJECT SPECIFICATIONS SECTION C3.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS SECTION C3.3: ENVIROMENTAL MANAGEMENT PLAN AND SPECIFICATIONS	BLUE BLUE BLUE
PART C4:	SITE INFORMATION	GREEN

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CONTENT VOLUME 2

SECTION	HEADING	COLOUR
PART 1: TENDER DRAWINGS		
		WHITE (ALL)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T1: TENDERING PROCEDURES

For a proposed
contract between

MARULENG MUNICIPALITY

(the Employer)

and

(the Contractor)

for **CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI
ACCESS ROADS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

BID NO.: MLM/SCM/66/2024

INVITATION AND SCOPE OF WORK:

The project entails CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

CONDITIONS:

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **7CE** or higher.

Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond:

- a) **EPWP**
Tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders. A minimum of 42 (to be extracted from the design or the business plan) work opportunities are expected to be created from this project.
- b) **An EME or QSE**

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations of 2017. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

Bid documents shall be made available on the **Tuesday, February 20, 2024**, from the municipality offices listed below during the following hours: **Monday to Friday 09h00 to 13h00 and 14h00 to 15h30**.

A non-refundable bid fee **R500.00** per set of documents, is payable by cash or strictly deposit inside the branch (Not ATM). EFT not allowed. **The tender document is also available free of charge for download on the Maruleng Municipality website**

TENDER BRIEFING/ SITE INSPECTION MEETING ON THE Friday, February 23, 2024 at Maruleng Municipality entrance, (ONE REPRESENTATIVE PER COMPANY)

Closing date and time for the receipt of completed bid documents are **Wednesday, March 20, 2024 at 11h00**.

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the municipality.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

CONSTRUCTION OF LORRIANE BELLVILLE NKOTJI ACCESS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **DIRECTOR: FINANCE, SUPPLY CHAIN SERVICES, MARULENG MUNICIPALITY**, and must be submitted in the tender box situated at:

MARULENG MUNICIPALITY
55 SPRINGBOK ST
HOEDESPRUIT
www.marulang.gov.za
1380

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

All enquiries regarding this bid must be directed to:
ENQUIRIES – TECHNICAL RELATED:

Sizeya Consulting Engineers

Mr RR Ravele

Tel: (015) 291 1020
Fax: (015) 295 7756
E-mail: info@sizeya.co.za

Or

Maruleng Municipality

Muroa, M.L
Tel No.: 015 590 1650
E mail: muroal@marulang.gov.za

No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. Failure to meet the **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TENDER BOX INFORMATION

BID NO.: MLM/SCM/66/2024

CLOSING DATE: Wednesday, March 20, 2024

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (MARULENG MUNICIPALITY)

TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box which is identified as the bid box of the:

**MARULENG MUNICIPALITY
55 SPRINGBOK ST
HOEDESPRUIT
1380**

THE BID BOX OF THE OFFICE OF THE VHEMBE DISTRICT MUNICIPALITY IS OPEN 24 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE CLOSING TIME OF BIDS WHICH IS 11h00

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

***Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed to have the same meaning as the words "Tender" or "Tenderer"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.TENDER DATA

SECTION T1.2.1.CONDITIONS OF TENDER

The conditions of tender are the CIDB Standard Conditions of Tender July 2015 in Section T1.2.3. and Adjustments to Tender Value ranges in Terms of the CIDB Regulation, 2004(As Amended) issued in August 2019.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender July 2015 to which it mainly applies.

SECTION T1.2.2.TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

Item	Data
F.1	GENERAL ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.1.1	<p>Actions</p> <p>The Employer is the “Maruleng Municipality”. The term “bid” in the context of this standard is synonymous with term “tender”.</p>
F.1.2	<p>Tender Documents</p> <p>This document (Volume 1 & 2) in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings</p>
F.1.3	<p>Interpretation</p> <p>Add the following new clause: “1.3.3” The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.</p>
F.1.4	<p>Communication and Employer’s Agent:</p>
	<p>The Employer’s Agent is:</p> <p>Company : Sizeya Consulting Engineers Contact : Mr. RR Ravele Address : 06 Hans van Rensburg, Office No. 14, Polokwane, 0700 Tel No. : 015 291 1020 Tel No. : 015 291 1020 Fax No. : N/A E-mail : info@sizeya.co.za</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.1	<p>Eligibility:</p> <p>Only those Tenderers who are registered with the CIDB, or are capable of doing so prior to the evaluation of submissions in a contractor grading designation equal to 7CE or higher than a contractor grading designation determined in accordance with the sum tendered for 7CE or Higher Class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 7CE of construction work. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for an 7CE or higher class of construction work, is eligible to submit tenders.
F.2.2	<p>Cost of Tendering:</p> <p>Add the following to the clause: "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."</p>
F.2.5	<p>Reference documents:</p> <ul style="list-style-type: none"> • The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 07 February, 2014, Notice No R10113). This document is obtainable separately, and Tenders shall obtain their own copies. • COVID 19 occupational Health and Safety measures in workplaces COVID-19 (C19 OHS),2020 • General Condition of Contract (3rd edition 2015). • Civil Engineering Quantities 2017 (ISBN 9781776172422) • SANS 1921-1: 2018 parts 1,2, & 3 and Construction & Management requirements for works contract. • COLTO Standard Specifications for Road and Bridge Works for South African Road Authorities This document is available separately at SAICE House, Block 19, Thornhill Office Park, 94 Bekker Road, Vorna Valley, Midrand, 1686 <p>Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract</p>
F.2.7	<p>Clarification meeting:</p> <p>Clarification meeting will be held as stated in the Tender Notice and Invitation to Tender.</p>
F.2.8	<p>Seek clarification:</p> <p>"Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least 5 (five) working days before the closing time stated in the foregoing notice and clause 2.15."</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.2		TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.2.9	Insurance:	<p>Add the following to the clause:</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT plus 20%, and Public Liability to be limited to R 2 000 000 under the contract</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	Alterations to documents:	<p>Add the following to the clause:</p> <p>“In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial”.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.”</p> <p>The municipality will reject the bid if the above conditions are not adhered to.</p>
F.2.13	Submitting a tender offer	
	F.2.13.1	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
	F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified.
	F.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.13.4	<p>Add the following to the clause: "Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, must include a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."</p> <p>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</p>
F.2.13.5	<p>The Employer's address for delivery of tender offers:</p> <p>Maruleng Municipality</p> <p>P.O Box 627 HOEDESPRUIT 1380</p> <p><u>SUBMITTING OF TENDERS – PLEASE NOTE:</u> Tenders can only be submitted in the Tender Box in Maruleng Municipality</p>
F.2.13.6	A two-envelope procedure will NOT be followed.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
F.2.14	Information and Data to be completed in all respects:	<p>Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
F.2.15	Closing time:	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity:	<p>The tender offer validity period is 90 days. Add the following to the clause:</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
F.2.17	Clarification of tender offer after submission	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	Provide other material	The Tenderer shall 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.2.19	Inspections, tests and analysis:	The Tenderer must provide access during working hours to his premises for inspections on request.
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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
F.2.23	Certificates:	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the municipality reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.</p>
ADD THE FOLLOWING NEW CLAUSES:		
"2.24	Canvassing and obtaining of additional information by tenderers:	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
"2.26	Awards to close family members of persons in the service of the state	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.26 – Form F must be completed."</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
2.28	TAX	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>
2.29	CSD –National Treasury Central Supplier Database (CSD) Registration	<p>Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.</p> <p>NB: PLEASE TAKE NOTE OF THE FOLLOWING:</p> <p>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. The certificate must clearly depict QSE or EME on the score card.</p> <p>CSD must not be older than 14 days</p>
2.30	Tender Participation Goals	<p>It is a requirement of this contract that work be executed in such a manner so as to maximise the use of local labour intensive construction methods.</p> <p>Local labour target:</p> <ul style="list-style-type: none"> • 100% target is to be achieved on employment of unskilled local labour. <p>The contractor must submit monthly labour reports to client.</p> <p>Contractors to adhere to the minimum labour rates as stipulated by the Department of Labour. Contractors to ensure that Section T2.2.20 - Form T, must be completed. In case where the contractor has not completed the form at close of tender, client must request the contractor to complete the form, failure by the contractor to conform to client's request will be seen as being non-compliance</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.31	Local Content Declaration	<p>Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.</p> <p>Regulation 8. (2) prescribes that where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. (as indicated in SBD 6.2 – Section T2.2.23 Form W.)</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3	THE EMPLOYER’S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.1	Respond to requests from the Tenderer:	Replace the contents of the clause with the following: “Respond to a request for clarification received up to three (3) working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”
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 five (5) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who 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:	<p>The closing date and time for receipt of tenders is: Wednesday, March 20, 2024 at 11h00</p> <p>Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:</p> <p>DIRECTOR FINANCE, SUPPLY CHAIN MANAGEMENT MARULENG MUNICIPALITY</p> <p>Tenders must be submitted in the tender box situated in Hoedspruit (Maruleng Municipality – 55 Springbok st):</p> <p>Maruleng Municipality</p> <p>P.O Box 627 Hoedspruit 1380</p> <p>Only tenders submitted to this tender box will be opened/ considered.</p> <p>Valid tender submissions shall be opened 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.</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.3.9.2	Arithmetic Errors	<p>Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.</p> <p>The Employer reserves the right to correct arithmetical or other errors in the extension of rates and totals in the tender. Tendered rates will not be adjusted when correcting such errors, however in exceptional cases the Employer reserves the right to correct a tendered rate where the error was obviously not a result of incorrect arithmetic but rather the result of a writing or other error, confirmed in writing by the Tenderer. The total tendered offered amount shall not be adjusted when correcting errors and the rates of sections or items affected shall be subjected to error correction. No other items without errors shall not be adjusted as per clause 6.8.1 of the GCC 2015 3rd Edition. The so called "rates balancing" which entail changing tendered rates to new rates is not permitted in this contract.</p>
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Contractor

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F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.6	<p>Evaluation of Tenders:</p>	<p>Tenders will be evaluated in terms of the evaluation criteria stipulated:</p> <ul style="list-style-type: none"> (a) Prequalification criteria (b) Evaluation for mandatory criteria (c) Evaluation in terms of local production and content (d) Evaluation in terms of Functionality (e) Evaluation in terms of 80/20 preference point system. <p>The tender evaluation method to evaluate all responsive tender offers will be Method 2.</p> <p>Only tenderers who meet the following Pre-Qualification criteria for Preferential Procurement may respond:</p> <ul style="list-style-type: none"> I. An EME or QSE

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FUNCTIONALITY

1. A. Company's Experience & References (30)

No.	Target goals Five (05) largest completed road construction or rehabilitation projects with final completion certificate attached (and construction appointment letters, will be assessed as follows:	Weighting (point of each project)
1.	Completed projects with value of > R 15 Million-	12
2.	Completed projects with value of R 10 Million to R 15 Million	5
3.	Completed projects with value of R 5 Million to R 10 Million	4
4	Completed projects with value of < R 5 Million	1
	Max Points	60

Note: Bidders must complete company experience and add certified supporting documentation.

Failure to submit required FINAL COMPLETION CERTIFICATE will result in the bidder getting zero points.

NB: Final Completion certificates must be signed by all parties namely: the employer, Engineer and the contractor (certificates that is not signed by ALL relevant parties will result in the bidder forfeiting points)

2. Representative experience

No.	Target goal	Max points	Score
	Key personnel must be unencumbered, available full time and unique to this project		
1.	Contract manager Must be allocated to the site for the duration of the project. A Contract Manager with a civil engineering or project management degree or B-tech or higher registered with ECSA or SACPCMP 10 years and above = 5 5 - 10 years = 3 Less than 5 years = 1	5	
2.	Site agent construction manager with a civil engineering or project management degree or B-tech or diploma or higher. 10 years and above = 10 5 - 10 years = 6	10	

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	2 - 5 years = 3 Less than 2 years = 0		
3.	Safety Officer registered as a construction health and safety officer with SACPMP 5 years and above = 5 2 - 5 years and below=2 Less than 2 years and below=1	5	
	SUBTOTAL: Representative experience	20	

Note: Bidders must complete key personnel and add supporting documentation.

NB: (Failure to submit required CV's and certified qualification will result in the bidder getting zero points)

3. Banking Rating

No.	Target goals	Max points
1.	Bank rating "A" or "B" = 10 Bank rating "C" = 8 Bank rating "D" = 5 Bank rating "E" or lower = 2 No Bank rating = 0	10

Note: Bidders must complete rating and add supporting documentations

(Failure to submit proof of the bank rating from the relevant bank will result in the bidder getting zero points) Bank ratings may be verified with the bank by the employer

3. Plants & Equipment

The following are the plants to be considered:

- 1 xTLB
- 3 x Tipper Truck
- 1 x 30 TON Excavator
- 2 x Water tanker
- 1 x Grader
- 1 x Roller

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No.	Target goals	Weighting
1.	All of the above plants	10
2.	Between 80% and 99% of the above plants	8
3.	Between 50% and 79% of the above plants	5
	Max points	10

Please Note:

BIDDERS must complete list of plant and add supporting documentation

(Failure to submit proof of ownership OR Letter of intent for Plant and Equipment hire which is signed by both the lessee and the lessor will result in the bidder getting zero Points)

1. Summary of table 1-5

No.	Summary of tables	Max	Score
1.	Experience & References	60	
2.	Representative experience	20	
3.	Banking rating	10	
4.	Plants & Equipment	10	
Sub-Total		100	
PRICE		80	
BBBEE		20	

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

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F.3.11	Evaluation of tenders:	<p>General (F.3.11.1)</p> <p>Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.</p> <p>The evaluation procedure consists of three phases: Phase 1: Tenders will be evaluated for responsiveness to the tender requirements. Tenderers who do not comply will be disqualified. Phase 2: Tenderers will be evaluated for functionality/quality. Tenderers who do not meet the minimum requirements will be eliminated; and Phase 3: Tenderers will be evaluated based on financial proposals and preference. The Tenderers with the highest points scored will be appointed.</p> <p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality/functionality, and preference. Tenderers must however score a minimum of 60% of the quality/functionality points prior to being evaluated on financial offer and preference. Failure to achieve the minimum functionality score will invalidate the tender and the submission will be rejected.</p> <p>Method 1: In the case of a financial offer: (F.3.11.1.1)</p> <ul style="list-style-type: none"> a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest ranked tenderer for award of the contract, unless there are compelling and justifiable reasons not to do so. <p>Method 2: In the case of a financial offer and preference (F.3.11.1.2)</p> <ul style="list-style-type: none"> a) Score tender evaluation points for each financial offer. b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing. c) Calculate total tender evaluation points (TEV) in accordance with the following formula: TEV = NFO+ NP
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		<p>d) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>e) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>f) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>Method 3: In the case of financial offer and quality:</p> <p>a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.3 and F.3.11.2, rejecting all tender offers what fail to score the minimum number of evaluation points for quality in the tender data, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = NFO + NQ$ Where: NFO is the number of tender evaluation points awarded for the financial offer NQ is the number of tender evaluation points awarded for quality/functionality</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p>
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		<p>Method 4: In the case of a financial offer, quality/functionality and preference:</p> <ul style="list-style-type: none"> a) Score quality/functionality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. b) Score tender evaluation points for each financial offer. c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing. d) Calculate the tender evaluation points TEV accordance with the following formula: $TEV = NFO + NP + NQ$ Where: NFO is the number of tender evaluation points awarded for the financial offer NP is the number of tender evaluation points awarded for preference NQ is the number of tender evaluation points awarded for quality/functionality e) Rank tender offers from the highest number of tender evaluation points to the lowest. f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. g) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points during the rescore, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
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Contract: MLM/SCM/66/2024
Part T1: Tendering Procedures
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F.3.13	Acceptance of tender offer:	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2017.
F.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

F.4 ADDITIONAL CONDITIONS OF TENDER	
The additional conditions of Tender are:	
F.4.1	<p>Compliance with Occupational Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Contractor is required to comply with the Occupational Health and Safety Specification which forms part of this tender document and shall submit but not limited to, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> (1) Management Structure, Site Supervision and Responsible Persons including a succession plan. (2) Contractor's induction training program for Employees, Sub-contractors and Visitors to the Site. (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (4) Regular monitoring procedures to be performed. (5) Regular liaison, consultation and review meetings with all parties. (6) Site security, welfare facilities and first aid. (7) Site rules and fire and emergency procedures. (8) COVID 19 Management Plan.
	<p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Part C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>

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F.4.2	<p>Community Liaison Officer</p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3.3.2: Scope of Work.</p>
EPWP	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.</p>

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CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015 and Amendments Thereafter.

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1. GENERAL

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 whomever 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.

1.1. Tender Documents

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

1.2. 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:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.

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- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- 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) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, considering quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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.

1.5. Cancellation and Re-Invitation of Tenders

F.1.5.1 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.

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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.

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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 only submit technical proposals in the first stage. 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.

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2. TENDERER'S OBLIGATIONS

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.

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 comply 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 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.

2.3. Check documents

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

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.

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.

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.

2.7. Clarification meeting

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

2.8. Seek clarification

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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.

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.

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), 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.

F2.10.2 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.

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. Erasures and the use of masking fluid are prohibited.

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.

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, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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Witness 2

- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures, shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal".

Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 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.

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.

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.

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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".

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.

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.

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.

2.20. Submit securities, bonds, policies, etc.

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.

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.

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.

2.23. Certificates

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3. THE EMPLOYER'S UNDERTAKINGS

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.

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.

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.

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, preferences claimed 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.

3.5. Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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.

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.

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 rectified.

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

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 Data 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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 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.
- c) 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.
- d) 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.

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.

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 price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In 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) Tender must be regarded as an acceptable 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. GENERAL CONDITIONS

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

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

1.2.

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

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;

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- (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) **“Target values”** are expressed as follows:
 - At the tender stage: As a percentage of the Tender Sum (i.e excluding contingencies; CPA and Rise and fall but inclusive of VAT) as proposed by the tendered in his tender.
- (k) **“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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 & & \\
 & \mathbf{or} & \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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]

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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 certificates, 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T2: RETURNABLE DOCUMENTS

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE MUNICIPALITY WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by duly authorized person.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file."</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.1.: List of Returnable Documents

	<p>“In the event of mistakes having been made on tender document it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p>
F.2.13.4	<p>Letter of authorization to sign the Form of Offer and where required in tender document (See Form D).</p>
“2.28”	<p>Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided</p>

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

THE TENDERER ARE ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.

Document	
	<p>Tenderers shall provide their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN Number in the space provided below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s.</p> <p>If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN numbers shall be provided in Form A.</p> <p>If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.</p>
<u>Tenderer/Leading JV Partner</u>	
Name of Company:	
CSD Supplier Number:	
Unique Registration Reference Number:	
<u>JV Partner</u>	
Name of Company:	
CSD Supplier Number:	
Unique Registration Reference Number:	
<u>JV Partner</u>	
Name of Company:	
CSD Supplier Number:	
Unique Registration Reference Number:	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database

- SECTION T 2.2.2: FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS
- SECTION T2.2.3: FORM C: AUTHORITY OF SIGNATORY
- SECTION T2.2.4: FORM D STATUS OF CONCERN SUBMITTING TENDER
- SECTION T2.2.5: FORM E: INVITATION TO BID
- SECTION T2.2.6: FORM F: PRICING SCHEDULE – FIRM PRICES
- SECTION T2.2.7: FORM G: PRICING SCHEDULE – NON-FIRM PRICES
- SECTION T2.2.8: FORM H: DECLARATION OF INTEREST
- SECTION T2.2.9: FORM I: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)
- SECTION T2.2.10: FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2017
- SECTION T2.2.12: FORM L: PURCHASE OF GOODS/WORKS
- SECTION T2.2.13: FORM M: RENDERING OF SERVICES
- SECTION T2.2.14: FORM N: SALE OF GOODS/WORKS
- SECTION T2.2.15: FORM O: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES.
- SECTION T2.2.16: FORM P: CERTIFICATE OF INDEPENDENT BID
DETERMINATION.
- SECTION T2.2.17: FORM Q: SCHEDULE OF PLANT AND EQUIPMENT
- SECTION T2.2.18: FORM R: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER
- SECTION T2.2.19: FORM S: CERTIFICATE OF TENDERER’S VISIT TO THE SITE
- SECTION T2.2.20: FORM T: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF
- SECTION T2.2.21: FORM U: QUALITY MANAGEMENT SYSTEMS
- SECTION T2.2.22: FORM V: COMPLIANCE WITH OHSA (ACT 85 OF 1993)
- SECTION T2.2.23: FORM W: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.24: FORM X: PRELIMINARY PROGRAMME

SECTION T2.2.25 FORM Y: ESTIMATED MONTHLY EXPENDITURE

SECTION T2.2.26 FORM Z: ALTERATIONS BY TENDERER

SECTION T2.2.27: FORM AA: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

SECTION T2.2.28 FORM AB: TENDERERS PERFORMANCE EVALUATION FORM

SECTION T2.2.29 FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE

SECTION T2.2.23: FORM W: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION PRINT OUT

SECTION T2.2.24: FORM X: COMPULSORY ENTERPRISE QUESTIONNAIRE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T 2.2.2: FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SECTION T2.2.3: FORM C: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*
has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)
IN HIS CAPACITY AS: Managing Director
DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:
1.
2.

Please note that the tenderer has to sign this page as a declaration that he/she took notice of the Authority for Signatory Form example (above). This example must be re-typed on the Tenderer's letter head, signed, and submitted with the tender.

Signature of person authorised to sign the tender:

Date:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.4: FORM D STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.
(Make an X in the appropriate space below)

Company Closed Corporation Partnership
One-man concern Joint Venture

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes / No Registration nr.:

Signature of person authorised to sign the tender:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.5: FORM E: INVITATION TO BID

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
 SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
C. TOTAL NUMBER OF ITEMS OFFERED		D. TOTAL BID PRICE	R
E. SIGNATURE OF BIDDER		F. DATE	
G. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Maruleng Municipality Local	CONTACT PERSON	RR Ravele
CONTACT PERSON	Muroa, M.L	TELEPHONE NUMBER	015 291 1020
TELEPHONE NUMBER	015 590 1650	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	info@sizeya.co.za
E-MAIL ADDRESS	muroal@maruleng.gov.za		

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PART B
TERMS AND CONDITIONS FOR BIDDING

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.6: FORM F: PRICING SCHEDULE – FIRM PRICES

MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and Model	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.7: FORM G: PRICING SCHEDULE – NON-FIRM PRICES

MBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
-
- Country of origin

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

***" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*Delete if not applicable

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2.1 IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED 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, D 2. = 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

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

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

4. 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. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. 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=		

2. 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

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

SECTION T2.2.8: FORM H: DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²)

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

¹MSCM 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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.11.1 If yes, furnish particulars

.....

1.

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.9: FORM I: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

***YES/ NO**

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

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

.....

.....

***YES/ NO**

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

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

3.1 If yes, furnish particulars
.....
.....

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

4.1 If yes, furnish particulars
.....
.....

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME

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

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

.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

5.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.10: FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES

APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Applicable Preference Point System

a) The applicable preference point system for this quotation is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (a) Price; and (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.4.1 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

1.4.2 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

<i>Item no.</i>	<i>The specific goals allocated points in terms of this tender</i>	<i>Number of points allocated (80/20 system)</i>	<i>Number of points claimed (80/20 system) (To be completed by the tenderer)</i>
<i>A total of 11 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -</i>			
	<i>for 100% black person or people owned enterprise</i>	<i>6 points</i>	
	<i>for at least 30% woman or women shareholding or owned enterprise</i>	<i>3 points</i>	
	<i>For at least 30% youth shareholding or owned enterprise</i>	<i>2 points</i>	
	<i>for at least 30% people living with disability shareholding or owned enterprise</i>	<i>0</i>	
<i>A total of 9 p reference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -</i>			
	<i>for enterprise located within the local area of jurisdiction</i>	<i>2 points</i>	
	<i>for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken</i>	<i>4 points</i>	
	<i>or Corporate Social Investment (CSI) or Social Labour Plan proposition (2% of the total budget allocated)</i>	<i>3 points</i>	

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

The Maruleng Municipality will utilize the CSD report for the above-mentioned information/credible attached documents.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the

points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- (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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE: ADDRESS:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.12: FORM L: PURCHASE OF GOODS/WORKS

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

WITNESSES

1

2.

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

SIGNATURE

NAME OF FIRM

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Part T3. TEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	2. BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.13: FORM M: RENDERING OF SERVICES

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)

9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

Part T4. DESCRIPTION OF Part T5. SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION T2.2.14: FORM N: SALE OF GOODS/WORKS

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS¹

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (vii) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

¹ "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1	.....
3.	.....
DATE:	.....

MBD 7.3

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

7. I..... in my capacity as.....
 accept your bid under reference numberdated.....for the leasing of
 property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the leased property/ goods/services available in accordance with the terms and
 conditions of the contract.


Part T6. TEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE







OFFICIAL STAMP 

WITNESSES

3.

4.

DATE

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.15: FORM O: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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:		

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.16: FORM P: CERTIFICATE OF INDEPENDENT BID DETERMINATION.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf ofthat
(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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

MBD 9

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.
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.

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.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

MBD 9

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.17: FORM Q: SCHEDULE OF PLANT AND EQUIPMENT

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

- (a) Details of major equipment that is owned by and immediately available for this contract.
Proof of ownership to be submitted with tender.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.
A signed letter from plant Hire Company confirming availability to the service provider for this particular contract and the ownership documents from the hiring company.

Quantity	Description, size, capacity, etc.

NB: ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

Signature of person authorised to sign the tender:

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.18: FORM R: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

Tenderers are required to demonstrate relevant past experience and competency and attach completion certificate. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last five (5) years.

Note: Please attach appointment letters and signed completion certificate issued by the client as proof for having completed such project with the value exceeding R 20 000 000.00.

If the service provider is sub contracted the main contractor’s appointment letter and completion certificate should be attached, together with the appointment letter of the subcontractor and completion certificate of the work done by the subcontractor

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
Successful completion of relevant similar experience on Roads and Stormwater				

Signature of person authorised to sign the tender:

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.19: FORM S: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I,.....

Representative of (Tenderer)

Of (address).....

.....

.....

Telephone No:

Fax No:

Visited and carefully examined the Site on the day of 20.....

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.20: FORM T: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copy of qualification of the proposed key personnel. The Tenderer shall also include an organogram of the project team and the company structure. In the absence of an organogram Form L will take precedence, In the absence of both no points will be allocated for the bidder.**

The Tenderer shall ensure that, the years of experience indicated on the forms below correlates with the ones indicated on the CV's of the proposed individual, should there be discrepancies the year's indicated on the CV will take precedence

In case of foreign qualification SAQA certificate of evaluation for the qualifications must be attached. It must have name of the qualification, awarding body and recommended recognition. No score will be allocated if minimum qualifications are not met.

1. Position	Contract Manager (GCC 2015 3 rd EDITION)
Name	
Indicate Qualifications (minimum of NQF level 7) Civil Engineering or Project Management degree or Btech or Higher registered with ECSA or SACPCMP	
Indicate Years of Experience as a Professional Construction Manager (Pr.CM)	
SACPMP Registration	

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

<p>List of Projects Worked on As a Construction Manger.</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

2. Position	Site Agent/ Construction Manager (GCC 2015 3rd EDITION)
Name	
Indicate Qualifications (minimum of NQF level 7) Civil engineering or Project Management degree or B Tech or Diploma or Higher	
Indicate Years of Experience as a Professional Construction Manager (Pr.CM)	
SACPMP Registration	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

<p>List of Projects Worked on As a Construction Health and Safety Officer</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

3. Position	Construction Health and Safety Officer
Name	
Indicate Qualification minimum of NQF level 6	
Indicate Years of Experience as a Professional Construction Health and Safety Officer	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

SACPCMP Registration	
<p>List of Projects Worked on As a Construction Health and Safety Officer</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.21: FORM U: QUALITY MANAGEMENT SYSTEMS
--

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey (Setting-Out and levelling)	
Earthworks	
Testing laboratory	
Pipe laying and pressure pipeline testing	
Concrete reservoir Works	
Steelworks	
Water treatment package works	
Electrical installation and controls at R1 pump house	
Traffic Accommodation (Motorised and Non-motorised)	

Signature of person authorised to sign the tender:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Date:

SECTION T2.2.22: FORM V: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes / No

2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile).
_____ Yes / No

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees?
_____ Yes / No

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?
_____ Yes / No

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?
_____ Yes / No

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?
If yes, please explain his duties and provide a copy of his CV.
_____ Yes / No

7. Does the Contractor have trained first aid employees? If yes, indicate, who.
_____ Yes / No

8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes / No

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.23: FORM W: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively, the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.

Tenderer/Leading JV Partner

Name of Company: _____

CSD Supplier Number: (Master Registration Number) _____

Tax Compliance PIN number: _____

JV Partner 1

Name of Company: _____

CSD Supplier Number: (Master Registration Number) _____

Tax Compliance PIN number: _____

JV Partner 2

Name of Company: _____

CSD Supplier Number: (Master Registration Number) _____

Tax Compliance PIN number: _____

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.24: FORM X: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Note: The programme must be done with Microsoft project or similar programmes and be based on the completion time as specified in the Contract Data. The programme must be typed not handwritten.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.26 FORM Z: ALTERATIONS BY TENDERER

Should the Tenderer desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

PAGE	DESCRIPTION

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.27: FORM AA: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1. Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

1.2. Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor’s own staff unless such staff are also from the Target Area.

1.3. Target Area

For this project, the target area includes all villages surrounding the length of the of **Water Supply Murangoni, Maranzhe, Vondo La Ntha, Vondo La Fhasi, Tshikunda And Matondoni Bulk Water Supply and Retail Water Supply.**

1.4. Labour Maximisation

Labour maximisation shall contribute a minimum of 5%.

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor’s control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D - D_0)}{100} \times N_A$$

Where D = tendered Contract Participation Goal percentage.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
- N_A = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable

Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

5. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

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

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.28 FORM AB: TENDERERS PERFORMANCE EVALUATION FORM

Report on Contractor’s Competence & Performance on similar project for tender Recommendation purpose

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. Bidders should make a copy of this page, if they have more than 1 project to attach.

If the form is not completed no recommendations for the contractor will be made on competency and performance.

PROJECT PERFORMANCE EVALUATION FORM

Project Name of Tenderer: _____

Project name: _____

Project location: _____

Construction period: _____

Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

	Poor	Average	Good	Very Good	Excellent
1. Project performance/ time management/ programming					
2. Quality of Workmanship					
3. Resources Personnel					
4. Resources Plant					
5. Financial management/ payment of subcontractors/ cash flows etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

D. My contact details are:

Telephone: _____

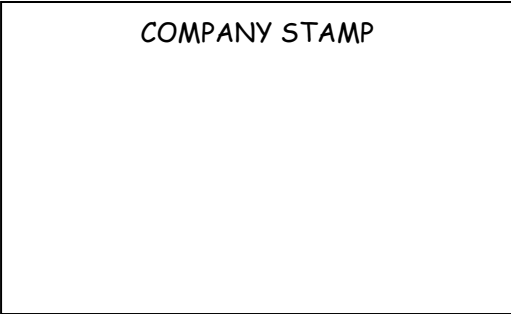
Cell phone: _____

Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 20____

Signature of principal agent/Employer (Client)/Employer's Agent



NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.29 FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE

Annex L
(normative)
Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations
 Company registration number
 Close corporation number
 Tax reference number

Section 6: The attached MBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached MBD 6 must be completed for each tender and be attached as a requirement.

Section 8: The attached MBD8 must be completed for each tender and be attached as a requirement.

Section 9: The attached MBD9 must be completed for each tender and be attached as a requirement.

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

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

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

BID NO: MLM/SCM/66/2024
Part T2: Returnable Documents
Section T2.2: Returnable Documents

Signed

Date

Name

Position

Enterprise Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>SECTION T2.2.23: FORM W: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION PRINT OUT</p>

The tenderer must submit a print out of proof of registration with the Central Supplier Database (CSD) (**not older than 14 days prior bid closure**) certificate together with the Bid.

The proof of registration may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the document is not included in the document, the tender will be regarded as being NON-RESPONSIVE.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.24: FORM X: COMPULSORY ENTERPRISE QUESTIONNAIRE

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|---|---|
| 1. a member of any municipal council <input type="checkbox"/> | 4. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| 2. a member of any provincial legislature <input type="checkbox"/> | 6. a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> |
| 3. a member of the National Assembly or the National Council of Province <input type="checkbox"/> | 8. an employee of Parliament or a provincial legislature <input type="checkbox"/> |
| 5. a member of the board of directors of any municipal entity <input type="checkbox"/> | |
| 7. an official of any municipality or municipal entity <input type="checkbox"/> | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

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

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

- 9. a member of any municipal council
- 10. a member of any provincial legislature
- 11. a member of the National Assembly or the National Council of Province
- 13. a member of the board of directors of any municipal entity
- 15. an official of any municipality or municipal entity
- 12. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- 14. a member of an accounting authority of any national or provincial public entity
- 16. an employee of Parliament or a provincial legislature

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

* Insert separate page if necessary

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

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION C1

THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BID NO.: MLM/SCM/66/2024
CIDB GRADING: 7CE

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

C. AGREEMENTS AND CONTRACT DATA
--

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

Part C2: Pricing Data

- C2.1 Pricing Instructions

Part C3: Scope of Work

- C3.1 Scope of Work

Part C4: Site Information

- C4 Site Information

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



BID NO.: MLM/SCM/66/2024
CIDB GRADING: 7CE

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

C1 AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)
OFFER**

CONSTRUCTION OF LORRAINE-BELLVILLE ACCESS NKOPETJI ROADS

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 apart 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);

(in figures),

(Should there be a discrepancy between the amount in figures and the amount in words then the amount in figures shall govern.)

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 TENDERER:

Signature(s)

Name(s)

Capacity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(Name and address of organisation)

Name and Signature
Of Witness

Date

CONSTRUCTION OF LORRAINE-BELLVILLE ACCESS NKOPETJI ROADS

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
Section 1.1 (which includes this Agreement)
Section 1.2 (which includes this Agreement)
Section 2 Form of Bid

And drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE EMPLOYER:

Signature(s) _____
Name(s) _____
Capacity _____

(Name and address of organisation)
Name and Signature
Of Witness _____
Date _____

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

FOR THE TENDERER:

Signature(s) _____
Name(s) _____
Capacity _____

(Name and address of organisation)

Name and Signature
Of Witness _____

Date _____

FOR THE EMPLOYER:

Signature(s) _____
Name(s) _____
Capacity _____

(Name and address of organisation)

Name and Signature
Of Witness _____

Date _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.2 CONTRACT DATA

A. GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works *General Conditions of Contract (GCC 2015, 3rd Edition)*”

Documents can be ordered from SAICE who can be contacted through their website www.saice.org.za.
 Physical address: SAICE House, Block 9, Thorn hill Office Park, Bekker Street, Midrand, Johannesburg.
 Telephone number: (011) 805 5947.

funder "Special Conditions of Contract".

B. SPECIAL CONDITIONS OF CONTRACT

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

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

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

DATA PROVIDED BY THE EMPLOYER

Clause	Data
	Definitions The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
SCC 1.1.15	Amend the definition of "Commencement Date" to read as follows: "Commencement Date" means the date on which the Contractor is given right of access to the site or such other date as specified in the letter of acceptance or in the written notice to the Contractor in terms of Clause 5.3 and Clause 5.4 of the GCC 2015.
SCC 1.1.1.13	The Defects Liability Period for the works is twelve (12) months from the date of the Certificate of Completion.
SCC 1.1.1.14	The Overall Works shall be completed within 12 Months from the commencement date. The bidder must note that the project will be phased as it is dependent on budget availability

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

Clause	Data																																																
SCC 1.1.1.15 1.2.1.2	The Name of the Employer is MARULENG MUNICIPALITY The address of the Employer is: MARULENG MUNICIPALITY 55 Springbok Street Hoedspruit 1380																																																
1.1.1.16 1.1.1.17 1.2.1.2	The Name of the Employer's Agent is Sizeya Consulting Engineers The Name of the Employer's Representative is Mr. RR Ravele The address of the Engineer is: 06 Hans Van Rensburg Street, Office No 14 Polokwane, 0700 Telephone: (015) 291 1020																																																
SCC 1.1.1.26 1.1.1.27	The Pricing Strategy is a Re-measurement Contract																																																
3.3.1	The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table: <table border="1" style="margin-top: 10px;"> <thead> <tr> <th>GCC Clause No</th> <th>Description</th> <th>Requires EAWA*</th> <th>Delegated to ER*</th> </tr> </thead> <tbody> <tr> <td>3.3.1</td> <td>Employers Agent's Representative appointment and termination</td> <td>Y</td> <td></td> </tr> <tr> <td>3.3.4</td> <td>Employers Agent's Representative acting on Engineer's behalf</td> <td>Y</td> <td></td> </tr> <tr> <td>4.5.4</td> <td>Payment for notices and fees</td> <td>Y</td> <td></td> </tr> <tr> <td>4.7.1</td> <td>Fossils, etc. on Site</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.2</td> <td>Work at night</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Acceleration of rate of progress</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Payment for acceleration</td> <td>Y</td> <td></td> </tr> <tr> <td>5.9.1</td> <td>Instructions and drawings on Commencement Date</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.1</td> <td>Suspension of the Works</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.3</td> <td>Proceeding with Works after suspension</td> <td>Y</td> <td></td> </tr> <tr> <td>5.12.4</td> <td>Acceleration instead of extension of time</td> <td>Y</td> <td></td> </tr> </tbody> </table>	GCC Clause No	Description	Requires EAWA*	Delegated to ER*	3.3.1	Employers Agent's Representative appointment and termination	Y		3.3.4	Employers Agent's Representative acting on Engineer's behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc. on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y	
GCC Clause No	Description	Requires EAWA*	Delegated to ER*																																														
3.3.1	Employers Agent's Representative appointment and termination	Y																																															
3.3.4	Employers Agent's Representative acting on Engineer's behalf	Y																																															
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5.11.1	Suspension of the Works		Y																																														
5.11.3	Proceeding with Works after suspension	Y																																															
5.12.4	Acceleration instead of extension of time	Y																																															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data			
	5.13.2	Reduction in penalty		Y
	6.3.1	Variation orders	Y	
	6.3.2.1	Confirmation of a Variation Order	Y	
	6.4.1.4	Day works as a Variation Order	Y	
	6.5.2	Materials for day works	Y	
	6.8.2	Contract Price Adjustment to apply	Y	
	6.8.3	Price adjustment for special material	Y	
	6.8.4	Costs due to changes in legislation	Y	
	6.11.1	Variations exceeding 20%		Y
	8.2.2.2	Damage due to excepted risks		Y
	10.1.5	Consultation on Contractor's claim	Y	Y
	10.1.5	Ruling on Contractor's claim	Y	N
	<p>*The following abbreviations apply: EAR Employers Agent's Representative EAWA Employers Agent's Written Action ER Engineer's Representative N No NA Not Applicable Y Yes</p>			
SCC 4.1.2	<p>Add the following: "When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended"</p>			

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Clause	Data
<p>SCC 4.4.1</p>	<p>Add the following:</p> <p>The Contractor is to submit to the Employer’s Agent in writing a request for appointment of a sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:</p> <ul style="list-style-type: none"> • Previous experience • Work which will be sub-contracted to him/her • Approximate value of the work to be sub-contracted <i>is a minimum of 30% and maximum of 60% of the contract value.</i> <p>Before the Employer’s Agent in terms of Clause 6.10 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015, 3rd Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:</p> <ul style="list-style-type: none"> • Informs the Employer’s Agent in writing that he has reasonable cause for withholding or refusing such payment; and • Submits to the Employer’s Agent reasonable proof that he has so informed such sub-contractor in writing.
<p>SCC 4.5.4</p>	<p>Add the following paragraph at the end of Clause 4.5.4:</p> <p>The fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5.1 shall not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Schedule of Quantities.</p>
<p>SCC 4.11.1</p>	<p>Add the following paragraphs after the last paragraph of Sub-Clause 4.11.1:</p> <p>The Employer may in respect of certain categories of work, prescribed minimum employment conditions applicable to the employees of the Contractor and the Contractor shall comply therewith for the duration of the Contract.</p> <p>On the request of the Engineer the Contractor shall provide proof that he complies in all respects with the said conditions.</p>

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Clause	Data
SCC 4.9.1	Add the following: “All equipment and plant on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment or plant, in the opinion of the Employer’s Agent, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer’s Agent may instruct the Contractor to replace such equipment or plant.”
SCC 5.3.1	Add the following to 5.3.1: The documentation required before Commencement of the Works are: <ul style="list-style-type: none"> • Health & Safety Plan (Refer to Cl. 4.3) • Initial Program (Refer to Cl. 5.6) • Security (Deed of Guarantee) (refer to Cl. 6.2) • Insurances (Refer to Cl. 8.6) • Organogram and CVs which conforms to the tendered specifications
SCC 5.3.1	Add the following: Commencement of the Works shall be within 14 days from the Site Hand-Over Date on condition that the construction permit is in place. In the event of delays due to issuance of construction permit after the site handover has been done, the commencement of works shall be immediately after the construction permit has been issued on condition that other contractual requirements have been met.
SCC 5.3.3	Add the following: The time to submit the documentation required before Commencement of the Works execution is 07 days
SCC 5.4.1	Add the following: The Commencement Date shall be the date the contractor is given possession of site.
SCC 5.8.1	Add the following: The special non-working days are the official builder’s holiday plus all statutory public holidays. The year-end break commences on 15 December 2023 and ends on 9 January 2024.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contract: MLM/SCM/66/2024
Part 2: Contract Data
Section C: Agreement and contract data

Clause	Data
SCC 5.9.1	<p>Add the following after the end of the first paragraph of Clause 5.9.1:</p> <p>“Three sets of paper prints of all drawings, one copy of this document plus a copy of the signed Contract</p> <p>document shall be issued free of charge to the Contractor. The Contractor shall pay at the cost of reproduction for any additional copies as he shall reasonably require.</p> <p>All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer on completion of the Contract”.</p>
SCC 5.9.7	<p>Insert the word “timeously” after the words “he shall” in the second line.</p> <p>Add the following after the first paragraph: “He shall allow a reasonable time for the Engineer to check the drawings submitted for approval. The Contractor shall not be entitled to make a claim for delays caused as a result of his drawings not being submitted timeously or as a result of his drawings not being approved by the Engineer due to shortcomings in the drawings or details submitted by the Contractor.”</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Clause	Data																																										
<p>SCC 5.12</p>	<p>Add the following:</p> <p>"Normal rainfall is not regarded as 'abnormal climatic conditions' which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and program. Extension of time for abnormal rainfall shall be considered as set out in the Project Specification."</p> <p>RAINFALL RECORDS FOR PERIOD: RAINFALL STATION: HOEDSPRUIT AIR FORCE BASE AIRPORT STATION SOURCE OF INFORMATION: CLIMATE DATA.ORG</p> <table border="1" data-bbox="472 636 1031 1200"> <thead> <tr> <th>MONTH</th> <th>AVERAGE PRECIPITATION (mm)</th> <th>DAYS</th> </tr> </thead> <tbody> <tr><td>January</td><td>80</td><td>9</td></tr> <tr><td>February</td><td>75</td><td>9</td></tr> <tr><td>March</td><td>70</td><td>7</td></tr> <tr><td>April</td><td>25</td><td>5</td></tr> <tr><td>May</td><td>10</td><td>2</td></tr> <tr><td>June</td><td>5</td><td>1</td></tr> <tr><td>July</td><td>8</td><td>1</td></tr> <tr><td>August</td><td>10</td><td>2</td></tr> <tr><td>September</td><td>13</td><td>3</td></tr> <tr><td>October</td><td>50</td><td>6</td></tr> <tr><td>November</td><td>80</td><td>10</td></tr> <tr><td>December</td><td>100</td><td>9</td></tr> <tr><td>Year</td><td>525</td><td>64</td></tr> </tbody> </table> <p>Add the following paragraphs to sub-clause 5.12.2.4:</p> <p>"Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents shall be considered to be beyond the Contractor's control.</p> <p>Any strike within the confines of the Contractor's company and/or this project only, shall be deemed to be within the Contractor's control.</p> <p>Any additional statutory holidays proclaimed after the closing date of Tenders over and above the statutory holidays which existed at the time of tendering.</p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if is abnormal or over above the normal historically recorded data and, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working program of the contractor has been brought to a halt. Delays on working days</p>	MONTH	AVERAGE PRECIPITATION (mm)	DAYS	January	80	9	February	75	9	March	70	7	April	25	5	May	10	2	June	5	1	July	8	1	August	10	2	September	13	3	October	50	6	November	80	10	December	100	9	Year	525	64
MONTH	AVERAGE PRECIPITATION (mm)	DAYS																																									
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Year	525	64																																									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<p>only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his program of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

<p>SCC 5.12.2.1</p>	<p>Add the following:</p> <p>Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

Accurate rain gauging shall be taken at a suitable point on the site daily at 8:00 unless otherwise agreed to by the engineer and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his program, and for which no extension of time will be considered.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
<p>SCC 5.13.1</p>	<p>Add the following: The penalty for failing to complete the works is; Penalty = R8000.00 per day.</p>
<p>SCC 5.14.1</p>	<p>Add the following The requirement for achieving practical completion are; will be phased out as per each allocation of budget scope.</p>
<p>SCC 5.15.1</p>	<p>Add the following after the first paragraph of Clause 5.15.1:</p> <p>"The waste material resulting from the Works, including demolished walls, trees, brush, rubbish, building rubble, fences and all other objectionable material shall be removed and disposed of at a legal spoil site found by the Contractor and approved by the Employer's Agent. All re-usable material shall be stacked in accordance with the Employer's Agent's instructions. The burning of combustible material on Site shall not be allowed.</p> <p>On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense. The contractor should include in his rates for demolition of such structures, the cost of hauling the spoil materials to the approved dump site in Thulamela Municipality"</p>
<p>SCC 5.16.3</p>	<p>Add the following The latent defect period is 10 (Ten) years for civil engineering works and 5 (five) years for building works (1 year for Electrical works)</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Clause	Data
SCC 6.2.1	<p>Add the following:</p> <p>The Security to be provided by the Contractor shall be the Performance guarantee liability of 10 % of the Contract Sum. This guarantee shall be delivered within 14 days of the Commencement Date.</p> <p>The municipality does not or will not provide insurance. A Deed of Suretyship issued by either an associate company of the Contractor or a private person or persons, is not acceptable. The contractor shall receive no payment until proof of acceptable Suretyship has been submitted. The employer's agent reserves their right to conduct due diligence in verifying the validity of the construction guarantee or surety.</p>
SCC 6.2.2	<p>Add the following:</p> <p>The Form of Guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).</p> <p>Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 14 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works.</p>
SCC 6.5.1.1	<p>Add the following:</p> <p>" Net cost of materials" referred to in sub-clause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.</p>
6.8.2	<p>NOTE: VDM TO INDICATE IF THERE IS ESCALATION OR NOT: THIS MUST BE IN LINE WITH THE SCOPE OF WORKS.</p> <p>Contract Price Adjustment: Is applicable after twelve (12) months from the date of commencement.</p> <p>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.</p> $f = (1 - x) \left(a \frac{Lt}{Lo} + b \frac{Pt}{Po} + c \frac{Mt}{Mo} + d \frac{Ft}{Fo} - 1 \right)$ <p>SCHEDULE WITH THE FOLLOWING VALUES. THE VALUE OF "X" IS 0.15 THE VALUE OF THE COEFFICIENTS ARE: a = 0.25 (LABOUR) b = 0.15 (CONTRACTOR' S EQUIPMENT) c = 0.55 (MATERIAL)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<p>d= 0.05 (FUEL)</p> <p>THE URBAN AREA NEAREST TO THE SITE IS Hoedspruit THE BASE MONTH IS THE MONTH PRIOR TO THE CLOSING OF THE BID. FOR PERIOD LONGER THAN 12 MONTHS THE BASE MONTHS MUST BE READ IN CONJUNCTION WITH PRICING DATA SECTION</p>
SCC 6.9.1	<p>Add the following on last paragraph: All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Client's Representatives approval of such material must be gained before use thereof.</p> <p>The plant fabricated and stored at manufactures location shall be only deemed Employers property and due for payment of 80% only when the contractor has provided the employer with the advance payment guarantee for the safe keeping and storage on behalf of the employer.</p>
SCC 6.10	<p>Add the following sub-clause after Clause 6.10.1.8</p> <p>SCC 6.10.1.9 Payment for the labour-intensive component if the works</p> <p>Payment for the works identified in the Scope of the Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of the work. Any non-payment for such work shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>
SCC 6.10.1.5	<p>Add the following: The percentage advance on materials not yet built into the Permanent Works but received on site is 80 %.</p>
SCC 6.10.3	<p>Add the following: The percentage retention on the amounts due to the Contractor is 10%.</p>
SCC 6.10.3	<p>Add the following: The limit of retention money is 10 % of the contract value.</p>
SCC 6.10.4	<p>In the third sentence replace "28" with "30".</p>
SCC 6.11	<p>This Cause shall not apply to this Contract</p>

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Clause	Data
<p>SCC 7.2.1</p>	<p>Add the following: All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Employer's Agents approval of such material must be gained before use thereof.</p>
<p>SCC 7.4.4</p>	<p>Replace the comma after the word "them" in the last line of sub-clause 7.4.4.1 with a full stop and replace the word "and" with the following:</p> <p>"The cost of all tests and testing required as part of the Contractor's own quality control program, whether particularised or not, shall be deemed to have been allowed for in his tender; and"</p>
<p>SCC 8.1.2</p>	<p>Add the following additional paragraphs at the end of the first paragraph:</p> <p>"The Contractor shall confine his operation to as small an area of the Site as may be practical for the purpose of constructing the Works.</p> <p>Only those trees and shrubs directly affected by the Works and such others as the Employer's</p> <p>Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent."</p> <p>The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees."</p>
<p>8.3.1.4</p>	<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 organizations or entities that may result in slowing down or partial or total stoppage of the works.</p>

 Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Clause	Data
8.6	<p>CLAUSE 8.6 ADD THE FOLLOWING:</p> <p>“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;</p> <p>(ii) Public Liability Insurance;</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and Vhembe District Municipality '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 Vhembe District Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall affect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>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:</p> <p>"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 Vhembe District Municipality, 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 Vhembe District Municipality 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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 8.6.1.5	<p>Add the following: In addition to the insurances required in terms of the GCC Clauses 8.6.1.1 to 8.6.1.4 the following is also required:</p> <p>Add to 8.6.1. The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2 million per occurrence against the liability stated in Sub-Clause 8.6.1.</p>
SCC 8.6.1.1.2	<p>Add the following: The value of the materials supplied by the Employer to be included in the insurance sum is nil.</p>
SCC 8.6.1.1.3	<p>Add the following: The required insured amount to cover professional fees for repairing damaged infrastructure and equipment and loss of time on the construction schedule is to be 15% of the contract value.</p>
SCC 8.6.1.3	<p>Add the following: The limit of indemnity for liability insurance is 10 % of contract value. Public Liability Insurance to a minimum of R20 million to be provided.</p>
SCC 8.6.1.4	<p>Payment for labour-intensive component of the works Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>
SCC 8.6.1.5	<p>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 timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
SCC 8.6.1.6	<p>Applicable Labour Laws The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programs, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.
SCC 10.1	Add the following additional sub-clause: "10.1.6 Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1"

C. LABOUR INTENSIVE CONSTRUCTION WORKS

Payment for the labour-intensive component of the works

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

Applicable labour laws

The Ministerial Determination, Special Public Works Program, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R949 of 22 October 2010, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1. Introduction
2. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Program (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP project
3. Definitions

In this document –

- (d) “department” means any department of the State, implementing agent or contractor;
- (e) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- (c) “worker” means any person working in an elementary occupation on an EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 3. Workers on an EPWP are employed on a temporary basis.
- 4. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 5. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

6. Normal Hours of Work

- 7. An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.

- 2. An employer and worker may agree that a worker shall work four days per week. The worker may then work up to ten hours per day.

- 3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 5. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 6. An employer and worker may agree on longer meal breaks.
- 7. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 8. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked, must be paid if the worker is required to work or to be available for work during the meal break

5. Special Conditions for Security Guards

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

8. Daily Rest Period

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

9. Weekly Rest Period

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

10. Work on Sundays and Public Holidays

11. A worker may only work on a Sunday or public holiday to perform emergency or security work.

12. Work on Sundays is paid at the ordinary rate of pay.

13. A task-rated worker who works on a public holiday must be paid –

- (n) the worker’s daily task rate, if the worker works for less than four hours;
- (o) double the worker’s daily task rate, if the worker works for more than four hours.

16. A time-rated worker who works on a public holiday must be paid –

- (q) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
- (r) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

19. Sick Leave

20. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

21. A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.

22. A worker may accumulate a maximum of twelve days’ sick leave in a year.

23. Accumulated sick-leave may not be transferred from one contract to another contra

5. An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.

6. An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.

7. An employer must pay a worker sick pay on the worker’s usual payday.

8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (i) absent from work for more than two consecutive days; or
- (j) absent from work on more than two occasions in any eight-week period.

11. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 12. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

- 10. Maternity Leave

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

- 12. A worker is not entitled to any payment or employment-related benefits during maternity leave.

- 13. A worker must give her employer reasonable notice of when she shall start maternity leave and when she shall return to work.

- 14. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

- 15. A worker may begin maternity leave –
 - (p) four weeks before the expected date of birth; or
 - (q) on an earlier date –
 - (xviii) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii) if agreed to between employer and worker; or
 - (s) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

- 20. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

- 7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

- 11. Family responsibility leave

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

- 18. Statement of Conditions

- 19. An employer must give a worker a statement containing the following details at the start of employment –

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- (t) the employer's name and address and the name of the EPWP;
 - (u) the tasks or job that the worker is to perform; and
 - (v) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (w) the worker's rate of pay and how this is to be calculated;
 - (x) the training that the worker shall receive during the EPWP.
25. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
26. An employer must supply each worker with a copy of these conditions of employment.
27. Keeping Records
28. Every employer must keep a written record of at least the following –
- (cc) the worker's name and position;
 - (dd) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (ee) in the case of a time-rated worker, the time worked by the worker;
 - (ff) payments made to each worker.
33. The employer must keep this record for a period of at least three years after the completion of the EPWP.
34. Payment
35. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
2. A task-rated worker shall only be paid for tasks that have been completed.
3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
4. A time-rated worker shall be paid at the end of each month.
- 14,5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
6. Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
7. An employer must give a worker the following information in writing –
- 8. the period for which payment is made;
 - 9. the numbers of tasks completed or hours worked;
 - 10. the worker's earnings;
 - 11. any money deducted from the payment;
 - 12. the actual amount paid to the worker.

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13. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
14. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
15. Deductions
16. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
17. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
18. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
19. An employer may not require or allow a worker to –
 - (t) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.
16. Health and Safety
17. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
18. A worker must –
 - (s) work in a way that does not endanger his/her health and safety or that of any other person;
 - (t) obey any health and safety instruction;
 - (u) obey all health and safety rules of the EPWP;
 - (v) use any personal protective equipment or clothing issued by the employer;
 - (w) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
24. Compensation for Injuries and Diseases
25. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
26. A worker must report any work-related injury or occupational disease to their employer or manager.
27. The employer must report the accident or disease to the Compensation Commissioner.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 28. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer shall be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
- 29. Termination
- 30. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 31. A worker shall not receive severance pay on termination.
- 32. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 33. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work shall have terminated the contract. However, the worker may be re- engaged if a position becomes available for the balance of the 24-month period.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 34. A worker who does not attend required training events, without good reason, shall have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 35. Certificate of Service
- 36. On termination of employment, a worker is entitled to a certificate stating –
 - (kk) the worker’s full name;
 - (ll) the name and address of the employer;
 - (mm) the EPWP on which the worker worked;
 - (nn) the work performed by the worker;
 - (oo) any training received by the worker as part of the EPWP;
 - (pp) the period for which the worker worked on the EPWP;
 - (qq) any other information agreed on by the employer and worker.

D. SIGNING OF A SERVICE LEVEL AGREEMENT

The successful Contractor shall sign a Service Level Agreement (SLA) with the Vhembe District Municipality after being appointed. Pro-forma of the SLA is included as part of SECTION 1: LIST OF CONTRACT DOCUMENTS after page 1-2 of this document.

E. SUB-CONTRACTING TO LOCAL EMEs or QSEs

In line with the Preferential Procurement Regulations, 2017 as set out in the Regulations Gazette No. 10684 as published in the Government Gazette Volume 619, No. 40553 of 20 January 2017, the successful Tenderer must sub-contract a minimum of 30% of the Value of the Works under this Contract to one or more EME or QSE in any of the following categories –

- F. an EME or QSE;
- G. an EME or QSE who is at least 51% owned by black people;
- H. an EME or QSE who is at least 51% owned by black people who are youth;
- I. an EME or QSE who is at least 51% owned by black people who are woman;
- J. an EME or QSE who is at least 51% owned by black people with disabilities;
- K. an EME or QSE who is at least 51% owned by black people in rural or underdeveloped areas or townships;
- L. a cooperative which is at least 51% owned by black people;
- M. an EME or QSE who is at least 51% owned by black people who are military veterans;

Tenderers must indicate in the schedule provided under the returnable documents which portions of the Works will be subcontracted as well as the value thereof. Failing to do so shall lead to disqualification of the Tender. Please refer to SECTION 9 Page P9 – 24: Q. SCHEDULE OF WORK TO BE SUB- CONTRACTED

A list of local service provider approved by National Treasury will be made available to the appointed Contractor, who will, through an internal tender process, select the successful tenderers and appoint them as EME’s or QSE’s to execute a minimum of 30% of the Work.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

CONDITION OF CONTRACT

The General Conditions of Contract for Construction Works (3rd Edition 2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).

Sub- Clause	Data
1.1.1.9	<p>The Contractor is:</p> <p>Name: </p> <p>The Address of the Contractor is:</p> <p>Address (physical): </p> <p>Address (postal): </p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Contractors Representative Name: Telephone: Facsimile: E-mail:
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3 FORM OF GUARANTEE

C1.3 Construction Guarantee (Pro-Forma)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means
Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **MARULENG MUNICIPALITY**

Contractor means

Agent means **SIZEYA CONSULTING ENGINEERS**

Works means **CONSTRUCTION OF LORRAINE BELLVILLE NLOPETJI ACCESS ROADS**

Site means

Agreement means the General Conditions of Contract for Construction Works 2015

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:
 - 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
 - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
 - 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp



Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

- 1. ABSA Bank
- 2. Credit Agricole Indosuez (South Africa Branch)
- 3. Development Bank of South Africa
- 4. FirstRand Bank
- 5. ING Bank N.V. (South Africa Branch)
- 6. Investec Bank
- 7. Landbank
- 8. National Housing Finance Co.
- 9. Nedcor Bank
- 10. South African Reserve Bank
- 11. Standard Bank
- 12. AIG South Africa
- 13. Credit Guarantee Insurance Co
- 14. Emerald Insurance Company
- 15. Federated Employers Mutual Assurance Co
- 16. Global Insurance Company
- 17. Guardrisk Insurance Company
- 18. Hannover Re:
- 19. Home Loan Guarantee Company
- 20. Lion of Africa Insurance Company
- 21. Metropolitan Life
- 22. Metropolitan Odyssey Ltd
- 23. MUA Insurance
- 24. Mutual & Federal Insurance Company
- 25. Rand Mutual Assurance Company
- 26. Regent Insurance Company
- 27. SA Eagle Insurance Company
- 28. Lombard Insurance

NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the VHEMBE DISTRICT MUNICIPALITY

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity asBeing duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

And the

MARULENG MUNICIPALITY

(Hereinafter referred to as "the Municipality")

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".

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Witness 2

Employer

Witness 1

Witness 2

- 1.4 **MUNICIPALITY** Means the VHEMBE DISTRICT MUNICIPALITY

- 5. **RISK CONTROL OFFICER** A person appointed in writing by the Municipality

- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas the Municipality and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify the Municipality against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both the Municipality and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.

- 2.2 These rules are applicable to all contractors performing work for the Municipality within the jurisdictional area of the Municipality and on any premises, which are owned, rented or developed by the Municipality.

- 2.3 The Municipality acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The “Contractor” hereby indemnifies the “Municipality” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
 - 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2014 as promulgated on 7 February 2014, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 37305 and Regulation Gazette No. 10113. See Annexure B.
 - 2. The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labour Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the “Principal Contract”.
 - 15. Any other health and safety standard prescribed by the “Municipality”.
 - 16. COVID 19 Mitigation Regulations available at the time of appointment

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- 3.2 The "Contractor" shall ensure that he familiarises himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Municipality" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Municipality" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Municipality" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Municipality" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Municipality" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Municipality's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Municipality" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Municipality".
- 2. Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
 - i) An agreement was concluded with the "Municipality".
 - ii) Approval has been obtained from the "Municipality" to perform the work.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AN FENDING

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc. without the written permission of “Municipality” if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to “the Municipality” may be used without written permission from “the Municipality”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to “the Municipality” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “the Municipality” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “the Municipality” for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from “the Municipality” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported, sand the proposed support work must be submitted to the Department of Labour (OHS) and “the Municipality” for approval.
- 9.5 Written permission must be obtained from “the Municipality” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
 - (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “the Municipality’s” Ambulance / Fire Department or emergency services may be contacted at

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

11. FLAMMABLE LIQUIDS

1. The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "the Municipality's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "the Municipality" shall not be tolerated. The "the Municipality" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "the Municipality" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to The "the Municipality" shall further be provided with a written report relating to any incident.

14.2 The "the Municipality" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

14.3 The "Contractor" undertakes to report to "the Municipality" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "the Municipality" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

16. SERVICE INTERRUPTION

1. Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "the Municipality", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Municipality".

17. CONFIDENTIALITY

17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Municipality".

17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Municipality", or have photographs taken, published or let it be published.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

18. CONTRACT SITE AND PRESERVATION

18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “the Municipality”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

19.1 The “Contractor” or his employees shall not leave the contract site before the “Municipality” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

20.1 The “Contractor” shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

21.1 The “Contractor” and any person engaged in the contract work may at any time be searched by “the Municipality” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “Contractor- “

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of “the Municipality” in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the “Municipality” against any or all liability which may be incurred by the “Municipality” as a result of the omission of the “Contractor”, his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “the Municipality” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Municipality” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Municipality” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “the Municipality”, upon demand, all costs and expenses incurred by “the Municipality”, in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Municipality” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

23. "CONTRACTOR" IDENTIFICATION BOARD

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name
- On behalf of which division/department the work is being done
- The contact number and name of the person representing the "Contractor"
- The contact number and name of the person representing "Municipality"

24. ACKNOWLEDGEMENT

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

1.
2.

THE MUNICIPALITY

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE DEPARTMENT

1.
2.

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

INDEMNITY CERTIFICATE

Contractor : _____
Employer : MARULENG MUNICIPALITY
Contract : _____

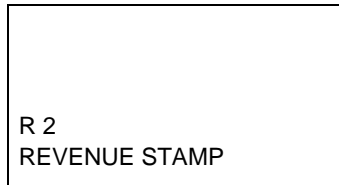
I/we _____ Hereafter the "Contractor"

"Contractor" hereby indemnifies the Municipality against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Municipality", as well as of any loss or damage which the "Municipality" suffers or expenditure the "Municipality" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Municipality" suffers.

THUS, done and signed at on this day of..... 20....

WITNESSES:

1. **CONTRACTOR**
2. **MUNICIPALITY**



ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto..... representing

..... Contractors, acknowledge receipt
Of a copy of the municipality's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 20....

I, accept the abovementioned appointment, and declare that I am familiar with the contents of the Department Safety Manual for contractors.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contract: MLM/SCM/66/2024
Part T1: Contract Data
Section C: Agreement and contract data

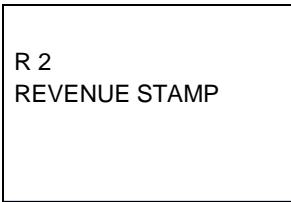
CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 200....

SIGNATURE:

WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the "Municipality" before any work commences.



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C2.1: PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents which includes the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The schedule has to be completed in black ink and the tendered is referred to the Conditions of Tender in regard to the correction of errors.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 2004 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and each Particular Specification, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and subject to re-measuring during the execution of the work. Where quantities or sums are indicated as "Provisional" the Employer reserves the right to adjust the quantity or sum upwards or downwards as necessary, or the item can be omitted altogether. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PRICING OF THE SCHEDULE

The prices and rates to be inserted in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or which already have Provisional Sums affixed thereto. If the Contractor omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

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

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

No quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Conditions of Tender the Tenderer may be asked to reconsider any such rates which the Employer may regard as imbalanced.

All rates are deemed to have included the full requirements of health and safety including Environmental compliances

All rates and amounts quoted in the Schedule of Quantities shall be in Rand and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities.

5. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

6. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 49 of the General Conditions of Contract 2004, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

The contract Price Adjustment (CPA) happen periodically based on the calculated fluctuations. The adjusted amount will be added to the original contract price.

7. CONSTRUCTION USING LABOUR INTENSIVE CONSTRUCTION METHODS

7.1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LIC in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LIC 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.

7.2. Payment for items which are designated to be constructed labour-intensively 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C2.2: PROVISIONAL BILLS OF QUANTITIES

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and PERMANENT BLACK INK.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	<u>GENERAL REQUIREMENT AND PROVISIONS</u>				
B1233	<u>Community Liaison Officer (CLO)</u>				
B12.01	Provision for a Community Liaison Officer:				
	(a) Community Liaison Officer	Months	18	5 000.00	90 000.00
	(b) Contractors' handling costs, profits and all other charges in respect of subitem B12.01 (a)	%	90 000		
B12.02	Community Participation				
	(a) Costs of community participation and Project steering committee support (strictly 5 members @ R300.00 per sitting)	Months	18	1 500.00	27 000.00
	(b) Contractors' handling costs, profits and all other charges in respect of subitem B12.03 (a)	%	27 000		
B12.03	Excavation				
	Excavating material within the following depth ranges below ground level for exposing of/or searching for services				
	(a) 0-2m				
	(i) Soft material	m³	120.00		
	(ii) Hard material	m³	10.00		
B12.04	Backfilling				
	(a) Using the excavated material	m³	96.00		
	(b) Using imported selected fill	m³	8.00		
B12.05	Removal, realignment and replacement of services as ordered by the engineer				
	(a) Utility services				
	(i) The removal, protection and replacement of services.	Prov Sum	1	100 000.00	100 000.00
	(ii) Handling cost and profit in respect of item B12.07(l)	%	100 000		
B12.06	<u>Repairing and protection of existing services</u>				
	(a) Services that intersect a trench				
	(i) Cables	No.	8		
	(ii) House water connection	No.	15		
	(iii) House sewer connection	No.	15		
	(iv) Water mains up to 300m in diameter	No.	8		
	(iv) Sewer mains up to 300m in diameter	No.	8		
1200	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought Forward					
B12.08	<u>Repairing and protection of existing services</u> (a) Services that adjoin a trench (i) Cables (ii) House water connection (iii) House sewer connection (iv) Water mains up to 300m in diameter (iv) Sewer mains up to 300m in diameter	No. No. No. No. No.	8 15 15 8 8		
B12.09	<u>Construction of Intersections</u> (a) Construction of intersection as per RAL standards	Prov Sum	1	1 200 000.00	1 200 000.00
B12.10	<u>Occupational Health and Safety</u> (a) Compliance with the "Occupational Health and Safety Act and Regulations" (latest or as amended) (b) Provisional Sum of Occupational Health and Safety Agent (c) Handling costs and profit in respect of subitem B12.10(b)	L/ Sum Prov Sum %	1 1 300 000	 300 000.00	 300 000.00
B1230	ENVIROMENTAL IMPACT CONTROL				
B12.11	<u>Environmental Management Plan</u> (a) Compliance with the "Environmental Management Plan" (as per EMPr issued on this document) (b) Provisional Sum of Environmental Control Office (c) Handling costs and profit in respect of Subitem B12.11 (b)	Prov Sum Prov Sum %	1 1.00 250 000.00	 250 000.00	 250 000.00
B12.12	<u>Social Facilitation</u> (a) Provisional sum for Social Facilitation (b) Handling Cost and profit in respect of Sub item B12.12(a)	Prov Sum %	1.00 300 000	300 000.00	300 000.00
B12.13	<u>Provision of structured training</u> (a) Generic skills (b) Entrepreneurial skills (c) Handling costs and profit in respect of sub items B12.13 (a) and (b) (d) Training venue (only if requested)	Prov Sum Prov Sum % L/Sum	1 1 195 000 1	165 000.00 30 000.00 5 000.00	165 000.00 30 000.00
	Note: All Provisional Sums are managed and executed by the Employer's Agent in terms of appointments				
B12.14	<u>Erection of Construction Name board</u> (a)Erection of Construction Name board as per the design draw	No	2		
1200	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
	(NB- Project implemented as a multi-year project, and Contractors rates should accommodate the re-establishment and de-establishment				
B13.01	Contractor's general obligations				
	(a) Fixed obligations	L/Sum	1		
	(b) Value-related obligations	L/Sum	1		
	(c) Time-related obligations	Months	18		
	NOTE: The combined total tendered for subitems (a), (b) and (c) should not exceed 15% of the tender sum (excluding the contingent sum, CPA and VAT). Refer to form H ' CONTRACTOR'S ESTABLISHMENT ON SITE)				
1300	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION**SECTION 1400**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1400	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m ²	20		
14.02	Office and laboratory furniture:				
	(a) Chairs	No	4		
	(d) Desks, complete with drawers and locks	No	1		
	(e) Ablution Units	No.	2		
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) 220/250 volt power points	No	2		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	No	2		
	(x) Fire extinguishers, 2,5 kg all purpose dry powder type, complete, mounted on wall with brackets	No	1		
	(xi) Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No	1		
	(xiv) General purpose steel cupboards with shelves	No	1		
	(xv) Steel filing cabinets with drawers	No	1		
	(xiv) Colour inkjet printer A3 size	No	1		
B14.03	(ix) 1. Provision of cellular phones	No.	1		
	2. Provision sum for the costs of cellular calls and other charges	Prov Sum	1	9 000.00	R 9 000.00
	3. Handling costs and profit in respect of sub-item B14.03 (b) (ix) 2	%	9000		
14.04	Carports				
	(a) Carports as specified at offices and laboratory buildings	No	1		
1400	TOTAL CARRIED FORWARD				

#REF!
#REF!**SCHEDULE A: ROAD CONSTRUCTION****SECTION 1400**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought Forward					
14.08	Services:				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	L/sum	1		
	(ii) Running costs	month	18		
B14.09	1. Rental, Hotel and other accommodation	Prov Sum	1	63 000.00	R 63 000.00
	2. Handling costs and profit in respect of B14.09	%	63 000		
14.1	Provision of photostat facilities	month	18		
1400	TOTAL CARRIED FORWARD				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1500

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15.01	Accommodation of traffic and maintaining temporary deviation	km	4.6		
15.02	Earthworks for temporary deviation				
	(a) Shaping of temporary deviation	km	2.3		
	(b) Cut and borrow to fill	m ³	400		
B15.03	Temporary traffic control facilities				
	(a) Flag persons	man-day	1674		
	(b) Portable STOP and GO-RY signs	No.	8		
	(e) Road signs, R- and TR- series;(1200mm dia.)	No.	30		
	(f) Road signs, TW- series, 1500 mm	No.	10		
	(g) Road signs, STW-, DTG-, TGS- and TG-series excluding delineators and barricades				
	(i) 1600mm x 1200mm	m ²	8		
	(ii) 2400mm x 1800mm	m ²	10		
	(h) Delineators DTG50J, size 800 mm x 200 mm:				
	(i) Single	No.	100		
	(ii) Mounted back to back	No.	60		
	(i) Movable barricade/road sign combination, size 1800 x 300 and 900 dia.	No.	2		
	(j) Traffic cones (750mm high)	No.	22		
	(m) Two-way communication devices	No.	6		
	(n) Provision of high visibility safety jackects and safety hats	No	20		
B15.04	Relocation of traffic-control facility	L/Sum	1		
1500	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SECTION 1600

SCHEDULE A: ROAD CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600	<u>OVERHAUL</u>				
16.01	Overhaul of material hauled in excess of a free-haul distance of 0,5km.	m ³ -km	84 420.0		
1700	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SECTION 1700

SCHEDULE A: ROAD CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
B17.01	Clearing and grubbing				
	(a) Normal Areas				
	(i) Within the road reserve	ha	0.5		
	(b) Existing fill embankments with slopes steeper than 1:4	ha	Rate only		Rate only
B17.02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1 m up to and including 2 m	No	5		
	(b) Girth exceeding 2 m up to and including 3 m	No	2		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ³	240		
1700	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1800

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	<u>DAYWORKS</u>				
B18.01	Labourers:				
	(i) Unskilled labour	hr	18		
	(ii) Semi-skilled labour	hr	18		
	(iii) Skilled labour	hr	18		
B18.02	Foreman	hr	18		
B18.03	Plant				
	(a) Tipper trucks				
	(i) 3 - 5 ton	hr	9		
	(ii) 5,1 - 10 ton	hr	9		
B18.04	Loader (0,5m3 bucket)	hr	9		
B18.05	Grader (CAT 14G or similar)	hr	9		
B18.06	LDV	hr	9		
B18.07	Compaction Rollers:				
	(i) Vibrator roller (as per 33.04 (b)(i))	hr	9		
	(ii) Tamping roller	hr	9		
	(iii) Grid roller	hr	9		
B18.08	Hand controlled compactors:				
	(i) Pedestrian roller (Bomag BW90)	hr	9		
	(ii) Vibratory plate	hr	9		
	(iii) Rammers	hr	9		
B18.09	Water truck (min 10000l)	hr	9		
B18.10	Dozer (D7 or similar)	hr	9		
1800	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024**CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD****SCHEDULE A: ROAD CONSTRUCTION****SECTION 2100**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	<u>DRAINS</u>				
21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	1 625		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	300		
21.02	Cleaning and shaping of existing open drains	m ³	630		
B21.15	Overhaul for material hauled in excess of 1km freehaul(Normal overhaul)	m3km	8937.5		
21.18	Excavation for the clearing of existing drainage systems:				
	(c) Concrete side drains (0,3 TO 1,5m wide)	m	200.00		
2100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 2200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200	<u>PREFABRICATED CULVERTS</u>				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	1 568		
	(ii) Exceeding 1.5m and up to 3m	m ³	314		Rate only
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	23		Rate only
22.02	Backfilling:				
	(a) Using the excavated material	m ³	627		
	(b) Using imported selected material	m ³	436		Rate only
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling containing 2% cement.	m ³	236		
22.03	Concrete pipe culverts				
	(b) On class B Bedding				
	(i) 600mm dia 100D	m	10		
	(ii) 750mm dia 100D	m	250		
	(iii) 900mm dia 100D	m	10		
	(iv) 1200mm dia 100D	m	10		
	(iiv) 150mm dia 100D	m	10		
22.05	Portal and rectangular culverts				
	(a) With prefabricated floor slabs (Width X height)				
	(i) 1500mm x 450mm	m	60		
	(ii) 2100mm x 900mm	m	60		
	(iii) 3000mm x 3000mm	m	10		
22.07	Cast in situ concrete and formwork				
	(b) In floor slabs for portal or rectangular culverts including formwork, blocks, excluding formwork joints and class U2 surface finish: Class 25/19MPa concrete	m ³	10		
	(c) In inlet and outlet structures, skewed ends, catchpits, catchpits, manholes, thrust and anchor blocks, excluding formwork, but including class U2 surface finish: class 25/19MPa concrete	m ³	120		
	(d) Formwork of concrete under subitem 22.07(c) above,				
	(i) Class F1 surface finish	m ²	800		
	(ii) Class F2 surface finish	m ²	800		
2200	TOTAL CARRIED FORWARD				

SECTION 2200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought Forward					
22.10	Steel reinforcement:				
	(a) Mild steel bars	t	2.00		
	(b) High-tensile steel bars	t	4		
	(c) Welded steel fabric	kg	5 000		
B22.12	Removing existing concrete				
	(a) Plain concrete	m ³	15		
	(b) Reinforced concrete	m ³	25		
	(c) Demolishing, removal and disposal of existing storm water inlets and manholes	No	5.0		
22.13	Removing and relaying existing prefabricated culverts				
	(i) 600 dia on class C bedding	m	5		
B22.17	Manholes, catchpits, precast inlet and outlet structures complete:				
	(a) New catchpits	No	4		
	(b) New grid inlets	No	4		
2200	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024**CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD****SCHEDULE A: ROAD CONSTRUCTION****SECTION 2300**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS</u>				
23.01	Concrete kerbing:				
	(a) Prefabricated mountable kerb, SABS 927 fig 8C (Class 25/19 concrete):	m	5000		
	(b) Cast insitu concrete beam				
	(i) Edgebeam 200 x 300 deep	m	200		
23.03	Concrete chutes:				
	(a) Prefabricated concrete chutes	m	200		
23.05	Inlet, outlet, transition and similar structures				
	(a) Open chutes (Class 25/19 concrete):				
	(i) Chute inlets	No.	6		
	(ii) Chute outlets	No.	6		
23.07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m ²	5000		
	(b) In hard material	m ²	500		
23.08	Concrete lining for open drains:				
	(a) Cast in situ concrete lining (Class 25/19 concrete):				
	(i) Side drains	m ³	1125		
	(b) Class U2 surface finish to cast in situ concrete:				
	(i) Side drains	m ²	11250		
2300	TOTAL CARRIED FORWARD				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SECTION 2300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought Forward					
23.09	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)				
	(c) To ends of slabs and top	m ²	490		
23.10	Sealed joints in concrete linings of open drains				
	(a) 10mm Flexcell every 2m	m	2500		
2300	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 3100

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	<u>BORROW MATERIALS</u>				
B31.01	Excess overburden				
	(a) Depth up to and including 0,5m	m3	400		
	(b) Depth exceeding 0,5m and up to 1,5m	m3	120		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	0.2		
	(b) Intermediate material	ha	0.1		
	(c) Soft material	ha	0.7		
3100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 3300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	<u>MASS EARTHWORKS</u>				
33.01	Cut and borrow to fill, including free-haul up to 0,5 km Material obtained from:				
	(a) Gravel material in compacted layer thickness of 200mm and less	m ³	3200		
	(b) Rock fill	m ³	100		
33.04	Cut to spoil, including free-haul up to 0,5 km. Material obtained from:				
	(a) Soft excavation	m ³	21100		
	(b) Intermediate excavation	m ³	2110		
	(b) Hard excavation	m ³	1055		
33.10	Roadbed preparation and the compaction of material:				
	(a) Compaction to 90% of modified AASHTO density	m ³	6075		
B33.12	In situ treatment of pavement bed material				
	(a) In situ treatment by ripping and recompacting to 90% of modified AASHTO density (150mm layer thickness)	m ³	720		
3100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 3400

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed from gravel taken from commercial sources				
	(d) Gravel selected layer compacted to:				
	(i) 95% of modified AASHTO density for a compacted layer thickness of 150mm	m ³	6 075		
	(ii) 97% of modified AASHTO density for a compacted layer thickness of 150mm	m ³	5 850		
	(g) Gravel shoulder compacted to:				
	(i) 95% of modified AASHTO density for a compacted layer thickness of 150mm	m ³	570		
B34.01	Pavement layers constructed from gravel taken from commercial sources				
	(d) Gravel subbase (chemically stabilized material) compacted to:				
	(i) 98% of modified AASHTO density for a compacted layer thickness of 150mm	m ³	4 875		
3400	TOTAL CARRIED FORWARD				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 3500

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>STABILIZATION</u>				
35.01	Chemical stabilization extra over unstabilized compacted layers:				
	(b) Subbase: (thickness : 150mm)	m ³	4 875		
35.02	Chemical stabilizing agent:				
	(a) Ordinary portland cement	t	351.00		
	(b) Roadlime	t	60		
35.03	Mechanical modification (extra over untreated layer)				
	(b) By adding materials from different sources	m ³	3 200		
35.04	Provision and application of water for curing	kl	2 000		
3500	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 4100

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	PRIME COAT				
41.01	Prime coat:				
	(c) MC-30 cut-back bitumen	l	10		
41.02	Aggregate for blinding	m ²	10		
4100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 4200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	<u>ASPHALT BASE AND SURFACING</u>				
42.02	Asphalt surfacing (40mm thick, 60/70 penetration grade bitumen)				
	(a) - (i) 25mm Continously graded medium grade asphalt	m ²	20		
	(ii) 40mm Continously graded medium grade asphalt	m ²	50		
42.04	Tack coat 30% stable grade emulsion	l	60		
42.05	Binder variations	t	1.0		
4200	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION**SECTION 5100**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	<u>PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION</u>				
51.01	Stone pitching:				
	(a) Plain Pitching				
	(i) Method 1	m ²	10		
	(ii) Method 2	m ²	10		
	(b) Grouted stone pitching	m ²	10		
5100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024**CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD****SCHEDULE A: ROAD CONSTRUCTION****SECTION 5200**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200	<u>GABIONS</u>				
52.01	Foundation trench excavation and backfilling:				
	(b) In all other classes of material	m ³	10		
52.02	Surface preparation for bedding the gabions	m ²	50		
52.03	Gabions:				
	(a) Galvanized gabion boxes, with 80mm x 100mm by 2,5mm dia galvanised wire mesh:				
	(i) 2.0 x 1.0 x 1.0m	m ³	5		
	(ii) 1.0 x 1.0 x 1.0m	m ³	30		
	(iii) 0.3 x 1.0 x 1.0m	m ³	25		
	(c) Galvanized gabion mattresses, with 80mm x 100mm by 2,5mm dia. galvanised wire mesh with 1.0m between diaphragms				
	(i) 0.3 x 1.0 x 3.0m	m ³	50		
52.04	Filter fabric				
	(a) Bidim/Kaymat F34 or similar	m ²	300		
5200	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5400

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5400	<u>GUARDRAILS</u>				
54.01	Guard rails on timber				
	(a) Galvanized	m	120		
54.03	Extra items 54.01 for horizontally curved guard rails factory bent to a radius of less than 45m	no	4		
54.06	Reflective Plates	no	40		
5400	TOTAL CARRIED FORWARD				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5600

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	<u>ROAD SIGNS</u>				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek 1,6mm thick or approved equivalent):				
	(i) Area not exceeding 2 m ²	m ²	36		
56.02	Extra over B56.01 for using:				
	(a) Background of retro-reflective material:				
	(iii) Class I	m ²	36		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-flective material:				
	(ii) Class III	m ²	240		
56.03	Road sign supports (overhead road sign structures excluded)				
	(b) Timber 150mm	m	220		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	40.0		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	5		
56.07	Extra over item 56.05 for rock excavation	m ³	5		
56.08	Dismatling, storing and re-erecting road sign with a surface area of:				
	(a) Up to 2m ²	No	20		
B56.10	Hazard plates (150mm x 600mm)				
	(a) Type A at stormwater culverts	No	20		
B56.11	Raised paved pedestrain crossing complete with roads signs and paint marking as typical drawing				
	(a) Speed Humps	No.	14		
5600	TOTAL CARRIED FORWARD				

CONTRACT No. MLM/SCM/66/2024
CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5700

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	<u>ROAD MARKINGS</u>				
57.01	Road marking paint:				
	(g) Kerb marking (any colour)	m ²	24.00		
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	4.6		
	(d) White lettering and symbols	m ²	250		
	(f) Transverse lines, painted islands and arrestor bed marking (any colour)	m ²	101		
57.04	Variations in rate of application:				
	(a) White paint	litre	2		
	(b) Yellow paint	litre	2		
	(d) Retro-reflective beads	kg	3		
57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	5		
5700	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024**CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD****SCHEDULE A: ROAD CONSTRUCTION****SECTION 5900**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single-carriageway road	km	5.00		
5900	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024**CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD****SCHEDULE A: ROAD CONSTRUCTION****SECTION 7300**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7300	CONCRETE BLOCK PAVING FOR ROADS				
73.01	Construction of concrete block paving (Grey 60mm SA-type interlocking paving block including 20mm Riversand	m ²	32500		
	(b) Construction of concrete block paving (Grey 60mm SA-type interlocking paving block including 20mm riversand	m ²	3800		
73.02	Cast in situ concrete edge and intermediate beam (150mm x 200mm 25mpa)	m ³	114.00		
73.03	Provison of approved herbicide and ant poison				
	(a) Provison of materials	Prov sum	1.00	20000.00	R 20 000.00
	(b) Contractors charges and profit added to the prim cost sum	%	20000.00		
7300	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT No. MLM/SCM/66/2024**CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD****SCHEDULE A: ROAD CONSTRUCTION****SECTION 8100**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
B81.04	Additional tests required by the Engineer				
	(a) Prime Cost sum for additional tests required by the Engineer	PC Sum	1.00	80000.00	R 80 000.00
	(b) Contractor's handling costs, profit and all the other charges in respect of sub-item B81.02 (a)	%	R 80 000.00		
8100	TOTAL CARRIED FORWARD TO SUMMARY				

1.32

MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/66/2024

FOR

CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

ITEM	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE	
1500	ACCOMMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE, CHANNELING, OPEN CHUTES AND	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAIL	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATMENT OF OLD	
7300	CONCRETE BLOCK PAVING FOR ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
SUMMARY OF SCHEDULE A: ROAD CONSTRUCTION		

MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/66/2024

FOR

CONSTRUCTION OF LORRAINE BELLVILLE NKOPETJI ACCESS ROAD

DESCRIPTION	AMOUNT
SCHEDULE A: ROAD CONSTRUCTION	
SUB-TOTAL 1:	
PLUS CONTINGENCIES @ 10% (The sum provided here is under the sole control of the Employer and may be deducted in whole or in part. The tenderer shall add 10% of the total of schedules A,B,C and D (Sub-total 1) of quantities for contingency)	
SUB-TOTAL 2:	
PLUS CONTRACT PRICE ADJUSTMENT (The sum provided here is for the contract price adjustment made in terms of clause 6.8.2 of the GCC 2015)	
SUB-TOTAL 3:	R 600 000.00
SUM TOTAL SUB-TOTALS 1,2 AND 3	
SUB-TOTAL 4:	
VALUE ADDED TAX (VAT) @ 15% (Add 14% to sub-total 4)	
SUB-TOTAL 5:	
TENDER SUM CARRIED TO FORM OF TENDER (The sum of sub-total 4 and 5)	

Contract: MLM/SCM/66/2024
Part C: Scope of work
Section : Project Specifications

MARULENG LOCAL MUNICIPALITY

BID NO: MLM/SCM/66/2024

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: MLM/SCM/66/2024
Part C: Scope of work
Section : Project Specifications

PART B: ADDITION AND VARIATION TO STANDARDS

B1 Project Specifications Relating to the Standard Specifications and Other Additional Specifications is tabulated below:

Section	Description
1200	GENERAL REQUIREMENTS AND PROVISIONS PROVISIONS
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL
1500	ACCOMMODATION OF TRAFFIC
1600	OVERHAUL
1700	CLEARING AND GRUBBING
1800	DAYWORKS
2100	DRAINS
2200	PREFABRICATED CULVERTS
2300	CONCRETE KERBING, CONCRETE, CHANNELING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINES
3100	BORROW MATERIALS
3300	MASS EARTHWORKS
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL
3500	STABILIZATION
4100	PRIME COAT
4200	ASPHALT BASE AND SURFACING
4800	TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION
5200	GABIONS
5700	ROAD MARKINGS
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATMENT OF OLD ROADS
7300	CONCRETE BLOCK PAVING FOR ROADS
8100	TESTING MATERIALS AND WORKMANSHIP

C3.3 PARTICULAR SPECIFICATIONS

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contract: MLM/SCM/66/2024
Part C: Scope of work
Section : Project Specifications

PART C : ENVIRONMENTAL MANAGEMENT PLAN

- C1 General
- C2. Training and Induction of Employees
- C3. Complaints Register and Environmental Incident Book
- C4. Site Cleanliness and Neatness
- C5. Access
- 6. Borrow Pits
- 7. Dust Control / Air Quality
- 8. Fauna
- 9. Fire Prevention and Control
- 10 Grave Sites
- 11. Materials Handling and Spills Management
- 12. Noise
- 13. Pollution Control
- 14. Rivers and Streams
- 15. Safety
- 16. Soil Management
- 17. Worker Conduct
- 18. Traffic Disturbances and Diversions
- 19. Vegetation
- 20. Waste Management

PART D: DAYWORKS

- 1. Scope
- 2. Type of Work
- 3. Materials
- 4. Construction Plant Hire
- 5. Salaries and Wages of Workmen
- 6. Measurement and Payment

PART E: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

- 1. Introduction and Background
- 2. Preconstruction Health and Safety specification
 - 2.1 Scope
 - 2.2 Interpretations
 - 2.3 Minimum Administrative requirements
 - 2.4 Health and Safety Induction, Training and Equipment
- 2.5 Preliminary Hazard Identification and Risk Assessment
- 2.6 Permits
- 2.7 Incentives and Penalties
- 2.8 Specific Project Requirements

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contract: MLM/SCM/66/2024
Part C: Scope of work
Section : Project Specifications

3. Financial Provision for Health and Safety
4. Guidelines for the preparation of a Typical H&S Plan

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MARULENG LOCAL MUNICIPALITY

BID NO: MLM/SCM/66/2024

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based is **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

- SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- SANS 1914-1 to 6 (2002) : Targeted Construction Procurement
- SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts
Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
- SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MARULENG LOCAL MUNICIPALITY

BID NO: MLM/SCM/66/2024

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

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

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

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

The project entails the construction of access roads in Lorraine-Bellville Nkopetji

Project duration is twelve (18) months

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour for the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PS-2 DESCRIPTION OF THE SITE AND ACCESS

3.2.1 Location of site

2.2 The project is located within Lorraine and Belville villages, within the jurisdiction of the Maruleng Local Municipality

The following GPS Coordinates can be used to locate the site.

Latitude (S)	Longitude (E)
24° 12' 27.8"	30° 25' 10.8"

Table 1: Project Coordinates

Accessibility is poor in some areas and the contractors should familiarise themselves and plan accordingly their logistical and transportation of materials. The Contractor should also take note that access to various areas of works remains their responsibility and should price for various items to cover themselves sufficiently.

PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

Roadworks

The brief scope of works entails the following:

Construction of 4.6 km road with three pavement layers and 80mm SA-Type Paving blocks.

The works to be executed on road is as follows:

- Site Clearance
- Cut to spoil for topsoil
- Cut to stockpile of the insitu materials
- Roadbed preparation
- Construction of three pavement layers (C4 Sub base, G7 Upper selected layer, G7 Lower selected layer)
- Storm water drainage (Opens lined and unlined drains as well as cross drainage sub surface structures)
- Kerbing and channeling
- SA-Type Paving blocks
- Road furnisher

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.2 Accommodation of traffic

The traffic must be accommodated by utilizing existing roads.

Besides the limitations regarding traffic accommodation specified in the project specifications, the following additional requirements shall apply:

- The contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
- The travelling public shall have the right of way on public roads and deviations, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road to the travelling public.
- Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc. have been repaired to his satisfaction.
- The contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- The Contractor to provide all requirements on each clause of COLTO under section 1500, failure to adhere to the requirements and/or maintenance may results in penalties determined by the Engineer.

3.2.3 Labour recruitment conditions

A PSC has not been established but it's a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC. The PSC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various villages in the area.

3.2.4 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases

3.2.5 Temporary Works

Temporary works will be required on areas that are too steep for the safe passage of personnel, material and plant (if possible). The contractor is advised to visit site prior pricing to get a full view of the condition on site as there will not be any separate items for temporary works.

PS-4 ENGINEERING

4.1 Employer's Design

Works shall be constructed to the Employer's designs (see drawings supplied in volume 2 of the tender document)

Tenderers are free to propose alternative designs to that proposed by the Engineer and, provided that drawings with details of each alternative proposal.

Tenderers must satisfy themselves that the layouts as proposed by the Engineer suit in all respects the designs proposed by the Engineer or by the Tenderer as the case may be. Where designs other than that proposed by the Engineer is accepted, it will

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be the sole responsibility of the Contractor to ensure that the design meets the minimum specification required.

4.2 Intent of Specification

The Specifications supplied with the Tender Document are not intended to be either complete in detail, but are intended only as guide to Tenderers. The Specification details the minimum requirements of the Employer and Tenderers must provide everything necessary, whether mentioned or not, to provide a satisfactory, efficient and workmanlike installation.

The Tenderer shall ensure that his main offer complies fully with the minimum requirements as set out in this specification.

4.3 Drawings

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

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period. Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as built drawings shall be made available to the Resident Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any construction work particularly the bulk line, command reservoir and all other levels requested by the engineer on site. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

4.4 Planning and Programme

4.4.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form mentioned above to be completed by all Tenderers. The programme shall be in the form of a MS project with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data. It is mandatory that the program includes critical path

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The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data. he Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers.

The programme shall be in detailed format with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Appendix to Tender. The preliminary programme shall also indicate the critical path for the execution of the Works

The following constraints shall be considered in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is 18 months. Plant and personnel requirements to complete the project in 18 months must be incorporated in the Tender.
- b) A high standard of traffic accommodation
- c) Ancillary works by Emerging Contractors

Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data.

The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.6.4 and 5.6.5 of the General Conditions of Contract 2015.

The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Work to be undertaken by Local Contractor (if applicable)
- (e) Training Courses
- (f) Schedule of plant and resources to be utilized

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.4.2 Time for Completion

The tenderer shall indicate under section C1.2.2: Data provided by Contractor the time within which the contract shall be completed.

4.4.3 Delay in Completion

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

4.4.4 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.4.5 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.4.6 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

Borrow pits and spoil areas

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the

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requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

(c) Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
 - o Describes the organisation of work.
 - o Contains aspects concerning the protection of the employees and other persons' health and safety.
 - o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number

4.11 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

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The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

4.14 Site Establishment (Read with SANS 1921 - 1: 2004 clause 4.14)

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the Maruleng local Municipality and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall

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make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

4.15 Survey beacons *(Read with SANS 1921 - 1: 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost

5. PROCUREMENT

5.1 Material procurement

All material to be used in the Works is to be supplied by the Contractor. All materials used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible.

No extension of time will be allowed for any delay due to the supply of materials. Contractor is encouraged to procure all material upon handover and before commencement of works to avoid delays as some of the material are not easily accessible.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

It is to be noted that no costs will be reimbursed for ordering material which are more than what is required on site

5.2. Purchasing of Materials and Equipment

Where applicable, the Contractor is required to purchase the materials and equipment necessary for the Contract at the earliest possible date thus limiting the effect of inflation. The Contractor must strive to keep the number of suppliers to a minimum.

Payment for materials and equipment will only be affected if the Contractor can prove ownership of the items.

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In the case that off-site storage is agreed by the Engineer and the Employer then payment will only be affected if the contractor can prove ownership and that cession of ownership from the contractor to the Employer takes place.

NOTE - It will be the contractor's responsibility to ensure that the necessary warranties from the equipment suppliers is negotiated such that it only comes into effect on commissioning of the equipment.

5.3 Guarantee of Equipment

It is an express condition of this Contract that the guarantee period on all equipment given by the suppliers to the Contractor shall only commence once the works is in operation. This stage will be reached once the Certificate of Completion has been issued.

6. SUBCONTRACTING

The Contractor shall obtain the written approval of the Engineer before appointing any subcontractor. The Contractor shall be solely responsible for the supervision of and payments to such a Sub-contractor (s) and the approval of a subcontractor by the Engineer shall not indemnify the Contractor from any of his liabilities in terms of the Contract.

7. BILL OF QUANTITIES

The prices quoted in the Bill of Quantities shall cover the cost of all work required for the execution of the Contract and each price shall be considered as the full value of the work described in each item and as covering all contingent expenses.

The price must also include all necessary temporary works that will be executed in order for the condition on site to be workable.

8. BONDS AND GUARANTEES

Security in the amount equal to ten (10) per cent of the contract price shall be provided by the Contractor for the due and faithful performance by him of all the duties and obligations resting upon and assumed by him in terms of the Contract.

Such security shall be in the form of a deed through lodging a bond of surety furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by the Employer, provided however that the Engineer may, upon written application by the Contractor, return to the Contractor the whole or part of such security held by the Employer.

The Engineer will, subject to his sole discretion, consider what he deems sufficient for the protection of the Employer, and is entitled to hold all or a portion of the security until the completion of the Contract and the expiry of the defect's liability and maintenance period.

9. WAYLEAVES AND PERMITS

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Eskom wayleave for the electrification of pump house and water treatment package plant is required on this project; the contractor shall ensure that the wayleave is applied for within 14 days of commencement of work. RAL wayleave application has been applied for by the engineer, engineer will issue wayleave drawings together with the construction drawings. It is the responsibility of the contractor to lay pipes and accommodate traffic as per RAL standards.

The Contractor's staff will require access permits to enter the site. The Contractor shall give 7 days' advance notice to both the Engineer and the property owner of his intention to commence work in a servitude. The Contractor shall not permit his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the work expeditiously and with minimum inconvenience to the occupiers and to owners of adjacent property

The Contractor shall take all necessary precautions for the protection of persons livestock, buildings and property. The soil shall be kept segregated and all gardens, fences, paths etc. shall be reinstated to their former condition.

Where acquisition of a servitude has not been finalised It may not be possible to obtain continuity of the work. The Contractor will be required temporarily to omit such sections until instructed that the work may proceed.

No extra payment will be made to the Contractor should it be necessary to omit sections and return to them later. It IS not intended, however, that the Contractor should be called upon to return to the Site after all other sections of the Contract have been completed and the Contractor has removed his plant and equipment.

Trees ang grasses removed in a servitude shall remain the property of the stand owners if required by them.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

10. EXISTING SERVICES

10.1. General

A number of existing underground services are on the site, an existing plan is attached to volume 2 of the tender document. However, prior to any excavation work being commenced, it shall be the responsibility of the Contractor to make all the necessary enquiries with the Local Authority to satisfy himself as to the existence or not of any services on the site and to obtain permission to open up any existing services. Any damage to underground or visual overhead services that are shown on the drawings or that have been pointed out by the Engineer or authority in charge of such services, shall be repaired at the contractor's cost. The contractor shall also be liable for any compensations claimed resulting from damage to services that were pointed out to him. Services belonging to the following service owners will be encountered:

Contractor must by all means not tamper with the RAL or Public works road during construction of the paved road. This is due to the RAL and Public Works regulations. Client and engineer will not be responsible for any damages of the RAL or Public Works road.

Further to the above, there will be areas that the contractor will be required to work very closely to the existing service, the contractor's rate should include the cost of working next to the existing service such as excavations by hand will be required.

10.2. Care of Existing Services

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the aforesaid affected area, the Contractor shall satisfy the Engineer that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services.

The Contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the Schedule of Quantities for service detection and excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General payment items.

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In addition, if the proposed new service(s) crosses underneath overhead power lines belonging to Eskom as well as underground pipelines belonging to the municipality and communication cables belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The Contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused by construction operations.

Work executed within the road reserve of provincial or local roads shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagmen and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure, special care must be taken so as not to disturb the functioning of the existing facilities.

In areas where the existing services will be relocated or replaced, the type of material to be used must be the same with the existing.

10.3 Connection to Existing Services

Prior to connection of new services to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Engineer, in writing, to inspect such Works. Only upon written approval of the Engineer, may connections to existing services be made.

Contractor to Notify Relevant Authority and the Engineer of Damaged Service

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Engineer in writing. The report shall include the reasons for the occurrence of the incident. When instructed the damage is to be repaired as soon as possible to the approval of the Engineer and Authority. The Contractor will be held responsible for paying all costs incurred by the Service owner or himself as result of each incident where the relevant service was clearly identified beforehand.

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Services belonging to the following service owners will be encountered:

SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Maruleng Local Municipality	Sewer, water and electrical infrastructure
Maruleng Local Municipality	Roads and Stormwater

11. HEALTH AND SAFETY

11.1. General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 9 February 2014 by the Department of Labour. For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.4

11.2 Health and Safety Plans

The Tenderer shall submit with the tender his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);

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- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work.

The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

11.3 Cost of compliance with the OHS Act Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Requirements for Accommodation of Traffic (Read with SANS 1921 - 2: 2004)

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if

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accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

11.4 Management of the environment

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

11.5 Natural Vegetation

The Contractor shall confine his operation to the limits of the pipeline reserve (4m wide) for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities. Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped if the department of environment authorizes. The natural vegetation, grassing and other plants shall not be disturbed other than in

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areas where it is essential for the execution of the work or where directed by the Engineer.

11.6 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

12 ENVIRONMENTAL MANAGEMENT PLAN

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

13.0 CONSTRUCTION

13.1. Plant and Materials

The Employer shall have the right to refuse acceptance of any material or workmanship which is found to be unsound, damaged or contrary to the specification, or which is found during the Period of Maintenance or during tests in situ to be defective or in any way contrary to the specification due to causes within the Contractor's control or responsibility. All material or construction rejected by the Engineer shall be replaced or repaired by the Contractor at his own expense to the satisfaction of the Engineer, whose decision with regard to this matter shall be binding on the Contractor.

All materials used shall be the best of their respective kinds and shall be suitable for working at the pressures and temperatures involved under all working conditions, without distortion or deterioration or the setting up of undue stresses in any part and without impairing the efficiency or reliability of the plant and the strength of its component parts. No welding, burning, filling or plugging of defective castings will be permitted without the Engineer's approval in writing.

13.2 Construction equipment

Construction equipment shall be suited for the onsite intended use and shall conform to all relevant safety aspects required by the OHS Act.

13.3 Site Establishment,

The Contractor will be permitted to establish a stores yard and to erect presentable temporary buildings for the storage of materials and for offices and latrines, all of which shall be neatly fenced. The fence must be sturdy, covered with diamond mesh wire and fitted with a lockable vehicle entrance gate and shall be at least 2 m in height.

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The siting of all offices shall be to the Engineer's satisfaction and shall be decided upon in consultation with him and confirmed in writing before erection.

All accommodation shall include the provision of a constant 220-volt A.C. electrical supply, access roads where required, fresh clean potable water and sewerage, including septic tanks which will be considered as part and parcel of the accommodation provided and will not be paid for separately.

13.4 Water Supply for Construction Purposes

The Contractor shall make provision in his rates for the purchasing of water from local or other sources.

Should water be drawn from a Municipal source, the current tariffs shall be applicable. The Contractor can only draw water from points specified by the Municipality only after written authority has been granted. When permission is granted the water must be drawn through a metered standpipe issued by the Water & Sanitation Division.

The Contractor shall cease to operate until other arrangements have been made for the supply of water. No claims for delays so caused will be considered

13.5 Power supply

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

The contractor must also produce a COC of the site camp upon site establishment and before commencement of works

13.6 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel, labourers, clerk of works and contracts manager. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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The chosen site shall be subject to the approval of the Engineer and Employer. Possible locations for a campsite shall be pointed out at the Site Inspection. The Contractor shall conform to all local authority, environmental and industrial regulations

13.7 Telephone Facilities

Telephone and e-mail facilities are needed on the site. It is a requirement of the contract that the contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the engineer's supervisory staff. All costs associated with the provision of cellular telephones for the contractor's personnel shall be deemed to be included in rates billed for time-related charges.

13.8 Survey Beacon

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

13.9 Site Facilities Required

13.9.1 Facilities for the Engineer

Two site offices of prefabricated containers of approximately 15m² each and a boardroom of approximately 30m² complete with sufficient lighting and power points. Both offices and boardroom should be fully air-conditioned. The offices should be furnished with Two desks, four chairs and one steel filing cabinets.

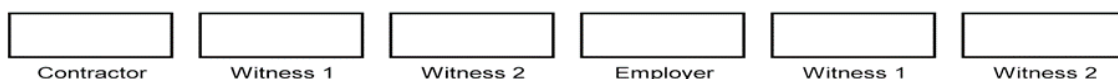
The boardroom should two conference table and 16 chairs. Two carports for his exclusive use, a net shade cover will suffice. An ablution unit for his exclusive use.

The following survey equipment shall be provided by the Contractor for use by the Engineer:

- (i) One (1) Tachometry
- (ii) One (1) automatic level,
- (iii) One (1) 5m staff and four (4) ranging rods.

13.9.2 Name boards

Two name boards (Provisional Quantity) shall be erected and the boards shall comply with the format and size shown on the drawings.



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No other name board than stated above shall be allowed and on completion of the works, the Contractor shall remove the board from the Site of Works on completion of the maintenance period and prior to the release of retention monies.

13.9.3 First-aid Kit and Protective Clothing

The Contractor shall provide on the Site of Works two first-aid kits to deal with accidents, illnesses and snakebite which may occur during the normal course of Site operations. The Contractor shall provide two sets of safety helmets, safety jackets and rubber/safety boots for the exclusive use of the Engineer and his staff.

13.10. Facilities for the Contractor

The Contractor must provide, maintain and remove his own facilities to the satisfaction of the Engineer. The Contractor shall provide the area around his office, stores and sheds (i.e. the "Camp") with adequate security fences to ensure that unauthorised persons do not enter the camp area and security personnel should he deem it necessary.

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

13.11 Waste Disposal Sites

The Contractor will make his own arrangements for solid and liquid waste disposal. Disposal will take place at an approved Site. **Proof of disposal at an approved site is required.**

13.12 Site usage

Access to the Site is by means of existing unpaved road. No restriction on access to the Site of Works will be placed on persons or vehicles involved with the execution of the Works. All traffic must be restricted to the maximum speed of 40 km/h and vehicles must be driven with extreme caution.

The Contractor shall be required to report daily to Management personnel of the Works. The Contractor's staff shall be identified by either clothing or an identification tag, which shall be displayed when entering the Site of Works.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Movement within the Site of Works is restricted so as to avoid damage to the existing services, structures, trees and, where practical, to the gardens. The making good of any damage caused by non-observance of such restrictions will be for the Contractor's account.

Access is to be made available to the Employer's employees to any portion of the site whenever required.

The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-way over private property to the site of the works, and for access within the boundaries of the property. The owners of private property to be traversed shall be approached and treated with tact and courtesy by the Contractor, who shall, if necessary, obtain a letter of introduction to such property owners from the Engineer.

The Contractor shall be responsible for the closing of all gates on roads and tracks used by him or his employees. Except with the prior approval of the Engineer and the owner or occupier of any private land to be traversed, the Contractor shall not cut, lower, damage, remove or otherwise interfere with any fence or gate which is on employers' property or on private property and which restricts access to the works. Where such approval has been given, the Contractor shall prevent entry of animals or unauthorised persons onto the Employers property or private property, and shall make the fences safe against trespass at the close of each day's work.

The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation

13.13 Requirements for Accommodation of Traffic

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc., have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

13.14 Inspection by the Engineer

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

13.15 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 2 days after rain that is considered to justify an extension of time occurs according to Standard Condition of Contract Clause 45(3)(b), as follows:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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“(b) Abnormal climatic conditions, with the understanding that no extension of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 45. (2) of the General Conditions of Contract, on the grounds of abnormal rainfall or wet conditions, shall be calculated separately for each calendar month or part thereof, according to the following formula:

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month. When V is negative and its absolute value exceeds Nn, then V shall be taken as equal to the negative of Nn.

The symbols shall have the following meanings:

V	=	Extension of time in calendar days for the calendar month under consideration.
Nw	=	Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.
Nn	=	Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.
Rw	=	Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.
Rn	=	Average rainfall in mm for the calendar month, derived from existing rainfall records.
Y	=	Daily rainfall base value in mm. (Refer to PS 12).
X	=	Average number of days per year with daily rainfall exceeding Y mm. (Refer to PS 12).

For the purposes of the contract Nn, Rn, X and Y shall have the values stipulated in the Project Specifications. The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn.

If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable. This formula does not take into consideration any delays as a result of flood damage which may cause further or simultaneous delays, and flood damage shall be treated

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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separately for the purposes of extension of time for completion.

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

Rainfall records at a rainfall station located in Hoedspruit Air force Base Airport Station located at (-24.348927, 30.954217) should be obtained from the South African Weather Service, and shall be reproduced in the same format as the example shown in the accompanying table. The monthly averages (Rn and Nn) for this period shall be for the purposes of this contract be taken as normal. The values of X and Y are 20 and 10 respectively.

A year rainfall record for Hoedspruit is attached.

RAINFALL RECORDS FOR PERIOD: RAINFALL STATION: HOEDSPRUIT AIR FORCE BASE AIRPORT STATION SOURCE OF INFORMATION: CLIMATE DATA.ORG

MONTH	AVERAGE PRECIPITATION (mm)	DAYS
January	80	9
February	75	9
March	70	7
April	25	5
May	10	2
June	5	1
July	8	1
August	10	2
September	13	3
October	50	6
November	80	10
December	100	9
Year	525	64

13.16 Unauthorized persons

The Contractor shall keep NO unauthorized persons from the works at all times, and Under no circumstances may any person except guards be allowed to sleep on the building site.

The Contractor to keep a "Site Visitor's Register" and steps to be taken to ensure that all visitors (all persons who is not Contractor's regular employee) register before entering the site. Sign to be provided to direct all visitors to Site Office

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

13.17 Management meetings

There will be scheduled monthly site progress and technical meetings, which all parties to Contract must attend. The meeting will be conducted by the Engineer. The Contractor will be required to submit his progress and forecast progress for the project during this meeting as well as his achievements of the preferential project goals. The Project Labour, Plants and equipment, all site incidents and events to be reported. The Community to be represented by Project Steering Committee (PSC) and the Community Liaison Officer (CLO).

13.18 Electronic payments

The Contractor to provide all his banking details when requested for the purpose of Electronic payments when as when necessary.

13.19 Daily records

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

13.20 Payment certificates

Monthly progress payment certificate shall be submitted to the Engineer's Representative on site on the last day of the calendar month in which the work was done to allow for reconciliation of all quantities, rates, extensions and additions in the certificate. Upon approval by the Engineer's Representative, the certificate shall be submitted in typed Form to the Engineer before or on the 20th of each month following the month of measurement, together with the required number of copies, for certification. It will be assumed that the Contractor has made adequate provision in the prices tendered for manufacture/supply, delivery, assembly and commissioning all necessary aids required to execute the contract.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms included in the annexure to the Specifications.

13.21 Proof of compliance with the law

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

14.0. PROVISIONAL SUMS

It is to be noted that three quotations will be required prior commencement of tasks with provisional sum for approval. Works carried out without the approval of a quotation and /or instruction by the engineer will not be considered for payment and if such work has been carried out incorrectly, the contractor will have to redo it. The engineers reserve their right to also source quotations for provisional sums items for comparison and analysis purposes. Where the quotes from the contractor are unreasonably higher than those sourced by the engineer, the engineer may instruct the contractor to utilise the services of the lower services provider or supplier. Provisional Sums are allowed in the Schedule of Quantities for execution on instruction by the Engineer only, and include:

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Delete and replace the words:

“Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with Clause 5.6.2 of the General Conditions of Contract for construction works 2nd Edition 2010.

B1203 MEASUREMENTS AND PAYMENTS

Add the following item:

- a) B1203 – Relocation and protection of existing services Prov Sum

The engineer shall seek quotation for the removal or replacement of services as on site. Payment shall be made directly to the contractor, who shall in turn pay the respective service provider as per the approved quotation. The contractor shall be reimbursed for handling cost and profit on item B12.03 (b)

B1204 MEASUREMENTS AND PAYMENTS

Add the following item:

- b) B1204 – Provision for community liaison officer Prov Sum

Appointment and monthly payment amount to the community liaison officer (CLO) shall be determined by the employer. The contractor shall pay the monthly salary of the CLO on the last day of the month.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

- a) Mine health and safety obligations Monthly

This item shall on monthly basis ton thee contractor for meeting his health and safety contractual obligations as stipulated in the health and safety specifications.

- b) Special information signed as required in terms Lump sum

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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of construction OHS regulations

A once off lump sum payment will be paid when the contractor has supplied and installed all special signs required (i.e. construction site direction, no smoking, assembly area, escape route, fire extinguisher, PPE requirements etc).

c) Provision for security guards Monthly

A monthly payment shall be made to the contractor when providing both day and night security to the site camp.

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the entire contents of the first paragraph and the following words in the first sentence of the sixth paragraph.

“and of clause 14 of the general conditions of contract.”

Add the following:

The contractor will be responsible for verifying all dimensions of existing structures before preparing fabrication shop drawings or setting out the works.

B1209 PAYMENT

Amend sub clause (e) Materials on site by deleting and replacing the words:

“Clause 52 of the general conditions of contract” in the first sentence of the first paragraph with Clause 6.10.2 of the General Conditions of Contract for construction works 2nd Edition 2010.

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

“Clause 54 of the general conditions of contract” in the fourth line of the first sentence with Clause 5.14.1 of the General Conditions of Contract for construction works 2nd Edition 2010.

B1212 ALTERNATIVE DESIGNS AND OFFERS

Add the following to the end of sub clause (m):

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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"The provision for contract price adjustment in the original tender summary must not under any circumstances be altered in an alternative tender"

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete and replace the words in the first paragraph:

"Clause 45 of the general conditions of contract" in the first line of the first sentence with Clause 5.12.2.2 of the general conditions of contract for construction works 2nd Edition 2010.

Add the following after the first paragraph:

Method (ii) (Critical-path method) shall be used on this contract.

Method (ii) (Critical-path method)

Delete and replace the words in the second paragraph with the following:

Replace the word "five-day" in the second paragraph with "six-day".
The value of "n" is thirty (30).

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED

Delete and replace the words in the first paragraph:

"Clause 35 of the general conditions of contract" in the second line of the first sentence with Clause 8.1 of the General Conditions of Contract for construction works 2nd Edition 2010.

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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B1229 SABS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

SABS ENV 197-1: Cement – Composition, specifications and conformity criteria

Typical new product nomenclature	
Cement type	Cement strength class
CEM I	32,5
CEM I	32,5R
CEM I	42,5
CEM I	42,5R
No provision made	No provision made
CEM II/A-S	32,5
CEM II/A-S	32,5R
CEM II/A-S	42,5
CEM II/A-V	32,5
CEM II/A-V	32,5R
CEM II/A-W	32,5
CEM II/A-W	32,5R
CEM II/A-V	42,5
CEM II/A-V	42,5R
CEM II/A-W	42,5
CEM II/A-W	42,5R
CEM III/A	32,5
CEM III/A	32,5R
CEM II/B-V	32,5
CEM II/B-W	32,5
CEM II/B-S	32,5R
CEM II/B-S	42,5
CEM III/A	32,5R
CEM III/A	42,5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1230 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorised disposal facilities.
- (g) Control of invader species of plants.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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(h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.

No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for Item B12.11(a) but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

B1231 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act.

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE

Compliance with Road Traffic Act:

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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B1233 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) 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. The remuneration of the CLO shall be determined by the Employer.

(b) 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 at a maximum period of a six months basis, but with the option of renewal.

B1234 MEASUREMENT AND PAYMENT

Add the following items:

ITEM	UNIT
B12.01 Provision for a Community Liaison Officer	
a) Provisional sum for the payment of the Community Liaison Officer Provisional Sum	Month
b) Handling costs and profit in respect of sub-item B12.01(a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.01 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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ITEM	UNIT
B12.02 Community Participation	
a) Cost of community participation and Project Steering Committee support (Strictly 5 members @ R300 per sitting)	Month
b) Handling costs and profit in respect of sub-item B12.02(a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.02 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing community participation and PSC support.”

ITEM	UNIT
B12.03 Excavation	
Excavating material within the following depth ranges below ground level for the exposing of/or searching for services	
(a) 0m to 2m	
(i) soft material	cubic metre (m ³)
(ii) hard material	cubic metre (m ³)

Measurement and payment shall be as specified for item 22.01 in the standard specifications.

ITEM	UNIT
B12.04 Backfilling	
(i) Using the excavated material	cubic metre (m ³)
(ii) Using imported selected material	cubic metre (m ³)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Measurement and payment shall be as specified for item 22.02 in the standard specifications.

ITEM	UNIT
B12.05	
Removal; realignment and replacement of services as ordered by engineer	
(i) Utility services	
(a) The removal, protection and replacement of services	Prov Sum
(ii) Handling cost and profit in respect of item B12.07(i)(a)	Percentage (%)

Payment of item B12.05(a)(i) shall be on a provisional basis and in accordance with the provisions of the General Conditions of Contract. The Contractor shall be fully compensated for all costs incurred in the removal; realignment and replacement of services as ordered by the engineer.

For item B12.07(a)(ii) the tendered percentage is a percentage of the amount actually spent under item B12.07(a)(i), which shall include full compensation for the profit in connection with providing the specified service.

ITEM	UNIT
B12.06	
Protection of existing services	
(a) Services that intersect a trench	
(i) Cables	No.
(ii) House water connection	No.
(iii) House Sewer connection	No.
(iv) Water mains up to 300mm diameter	No.
(v) Sewer mains up to 300mm diameter	No.

The unit of measurement shall be the number of complete services protected.

The tendered rate shall include full compensation for provision of sleeve for protection and the repairing of the existing service.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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ITEM	UNIT
B12.08 Protection of existing services	
(a) Services that adjoin a trench	
(i) Cables	No.
(ii) House water connection	No.
(iii) House Sewer connection	No.
(iv) Water mains up to 300mm diameter	No.
(v) Sewer mains up to 300mm diameter	No.

The unit of measurement shall be the number of complete services protected.

The tendered rate shall include full compensation for provision of sleeve for protection and the repairing of the existing service.

ITEM	UNIT
B12.09 Construction of intersections	
(a) Construction of intersection as per RAL standards	Prov Sum

Payment of provisional sum tendered under sub items B12.09(a) including full compensation for the construction of the intersection as per RAL standard.

ITEM	UNIT
B12.13 Erection of Construction Name board	
(a) Erection of Construction Name board as per the design drawing	No.

The tender rate shall include full compensation for all labour and material, painting, post, excavation, backfilling soil etc as may be completing the work in accordance with the details shown on the drawing.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION 1300: CONTRACTOR’S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1303 PAYMENT

Add the following at the end of Item 13.01(1).

"..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

Add the following new pay item: -

For the schedule of quantities, the combined total tendered for sub-items (a), (b) and (c)

Shall not exceed 15% of the tender sum (VAT excluded)

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

Office buildings shall have timber or concrete floors covered with edge-to-edge foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors.

Add the following new paragraph at the end of this sub-clause:

The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

Add the following

“Supplementary details of the engineer’s offices and laboratory will be supplied to the contractor during his establishment on site.

It is a requirement of the contract that the offices for the engineer’s supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be included in the relevant tendered rates”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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B1406 MEASUREMENT AND PAYMENT

Changed the unit of measurement of item 14.01 (e) to number and renumber as follows:

Item	Unit
B14.01 (e) Ablution units	number (No.)

Add the following subitem to item 14.01

Add the following pay items under item 14.03 (b) Prime-Cost items and items paid for in a lump sum:

Item	Unit
(ix) Provision of a cellular telephone service, including the running cost of sum 2 phones and calls in connection with contract administration.	PC
(x) Handling costs and profit in respect of Subitem B14.03 (b) (ix) above	%

ITEM	UNIT
B14.09 1. Rental, Hotel and other Accommodation of Engineer's Personal	Prov Sum
2. Handling costs and profit in respect to item B14.09 (1)	

“The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item B14.09 and shall be expended on a monthly basis by the contractor as ordered by the engineer.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

B1502 GENERAL REQUIREMENTS

(a) **Safety**

Add to Sub-clause 1502(a) the following:

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

(b) **Providing Temporary Deviations**

Add to Sub-clause 1502(b) the following:

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.'

It is a condition of this contract that not more than 10 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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(i) Traffic Safety Officer

Add to Sub-clause 1502(i) the following:

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.”

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor’s Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note No.13. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor's establishment on site.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken-down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

(l) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of Clause 1503 with the following:

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks, and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following:

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the tender drawings.
However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

(b) Road signs and barricades

Add to Sub-clause 1503(b) the following:

The Contractor shall be responsible for the protection and maintenance of all signs and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be deemed to be covered by the tendered rates of items B15.01 and 15.10.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply to the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelization devices and barricades

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused

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by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sandbags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night-time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be affected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

(e) Warning devices

Add to Sub-clause 1503(e) the following:

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles. The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Add the following New Sub-clauses to Clause 1503:

(g) Other signs and facilities

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform with the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers.”

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) Safety jackets

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with four jackets.

B1510 MEASUREMENTS AND PAYMENTS

B1510 – Provisional sum for the relocation and repair of traffic signals Prov Sum

The engineer shall determine the cost of existing traffic lights through quotation from specialised service providers. Upon the completion of the works, the amount due to the specialised service provider will be paid directly to the contractor who shall be required to pay service provider upon receipt of payment from the employer.

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

Amend Clause 1513 as follows:

In the third line of the third paragraph, delete “4 km” and replace with “3 km”.

In the second line of the fourth paragraph, delete the word “four” and replace with “three”. Also, delete “2 km” and replace with “3 km”.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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B1517 MEASUREMENT AND PAYMENT

Add the following to the last paragraph of payment item 15.03 as follows:

The tendered rate shall also include for the preparation of traffic management plans and their submission to the Engineer for approval.

Add the following new pay item 15.14

Item	Unit
The provision and maintenance of rotating lights, Safety vests for the use by the Engineer and his staff	
(a) Rotating lights	No
(b) Safety vests	No

SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF THE WORK

(a) Clearing

The payment for the clearing of concrete structures, which cannot be cleared by means of a bulldozer, as described under clause 1702(a), shall be made according to item B17.06.

(e) Existing roads

Where new construction work extends over existing roads, the existing road surface shall be ripped and removed if so directed by the engineer. The work as described above will be paid for under item 17.01.

(f) Removal of trees

Only trees identified and marked by the engineer shall be removed.

B1703 EXECUTION OF WORK

(c) Disposal of material

The contractor shall dispose of all trees, tree stumps, rubble and all non-combustible rubbish at an approved dumping site. Rates tendered shall include an unlimited free haul distance to the approved dumping site.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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B1704 MEASUREMENT AND PAYMENT

Item	Unit
B17.01 Clearing and Grubbing:	
(a) Clearing, loading and disposal of existing debris, Rubbish and waste from site to the waste disposal Area including haulage for distance up to 12km single Trip.	Cubic meter (m ²)

The contractor shall carry out a survey of the boundaries of all areas where debris exists such areas will be compared and agreed with the engineer’s assessments. Final quantity shall be agreed upon before commencing with failure by the contractor to provide his calculations prior to executing the work shall render the engineer calculations as final. The rate shall include clearing, collecting, loading and transformation to dump site of the debris, rubbish stockpiles, waste from wilding material.

The unit of measurement shall be the cubic meter of existing concrete demolished and removed.

The tendered rates shall include full compensation for all demolition and for loading, transporting and disposing of the products of demolition, including an unlimited free haul distance to an approved dumping site.

Payment shall distinguish between plain and reinforced concrete. For the purposes of this item, reinforced concrete shall be defined as concrete containing at least 0,2% of steel reinforcement measured by volume.

Item	Unit
B17.02: Remove and grub all tress and tree stumps regardless of girth: (Specify location)	hector(ha)

The unit of measurement shall be the area in hectares where construction is to be carried out through plantations. (See pay item 17.02 for payment details)

SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Before the contractor enters a property for the purpose of opening borrow pits, constructing access roads, temporarily occupying certain land or inspecting relevant areas, he shall negotiate with the owners concerned and the local authorities and advise them of his intentions, all in accordance with the provisions of the relevant Road Ordinance.

The employer will assist the contractor in negotiations with local authorities.

SECTION 3300 : MASS EARTHWORK

B3310 MATERIALS

(a) Roadbed and cut

Add the following:

The CBR of the roadbed shall not be less than 10 @ 90% of Mod AASHTO. If this is not attainable the material shall be deemed as unsuitable and treated in accordance with subsection 3305(a) removing unsuitable material.

(b) Fill

Add the following to paragraph (ii):

The fill shall have a CBR not less than 15 at 93% of Mod AASHTO density.

SECTION 3500: STABILISATION

B3502 MATERIALS

(a) Chemical stabilizing agents

Add to Sub-clause 3502(a) the following:

The new SABS ENV 197-1 standard specifications will be applicable to this Contract (Refer to Clause B1229 in the Project Specification). According to these specifications the following cements are prescribed:

- (ii) Ordinary Portland cement: CEM 1
- (iii) Portland blast-furnace cement: CEM III/A, III/B AND III/C
- (iv) *Ground granulated blast-furnace cement: As specified in 3502(a)(iv)*
- (v) Portland fly-ash cement: CEM II/A-V, CEM II/B-V, CEM II/A-W, CEM II/B-W

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Add to Sub-clause 3503(i) the following:

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking

all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Engineer. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8300: Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Engineer at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the engineer is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed, and the layer rectified if instructed by the engineer. No additional payment shall be made for such removal and remedial work.'

B3510 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Bill of Quantities.

Payment Item 35.02 Chemical stabilising agent

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Add the following note to this payment item:
The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SABS ENV 197-1.

SECTION 4100: PRIME COAT

B4102 MATERIALS

(a) **Priming Material**

Add to the words “, such as MSP 1 or similar,” to the last of the listed priming materials, that is inverted bitumen emulsion.

B4104 WEATHER AND OTHER LIMITATIONS

Delete adverse condition (g) of Clause 4104 and replace with the following:

(g) when the moisture content of the top 50mm of the base layer is more than 50% of the optimum moisture content as determined by the Engineer.

SECTION 5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

B5101 SCOPE

Add to Clause 5101 the following;

The section also covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

B5102 MATERIALS

Add new Sub-Clause to Clause 5102

5102 (i) Mechanical Saw Cutting

(a) plant

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skill operator shall be required for operating sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

(b) Preparation to saw cutting

Before saw cutting may commence, the cut line shall be accurately pre-marked to the specified dimensions in term of the drawings or as instructed by the engineer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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(c) Construction tolerances

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

Mechanical deviation from the specified line shall not be more than 5mm

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 15mm.

SECTION 5600 ; ROAD SIGNS

B5609 MEASUREMENT AND PAYMENT

This quantities listed in the schedule of quantities is for tender purposes only. Final sign drawings will be issued during construction.

Item	Unit
-------------------	-------------

Add the following subitem 56.01 and renumber the item to (f) 56.01

B56.01 (f) Danger plates (600mm x 150mm)	Number (No)
--	-------------

The unit of measurement for subitem (f) shall be the number of danger plates provided and erected on instructions of the engineer.

The tendered rate shall include full compensation for all labour and material, posts, excavation, backfilling with soil or soilcrete etc as may be necessary for completing the work in accordance with the details shown on the drawings.”

ITEM	UNIT
-------------	-------------

B56.11 Raised paved pedestrian crossing complete with roads signs and paint markings as typical drawing	
(a)Speed Humps	No.

The unit of measurement shall be the number of paved raised pedestrian crossings complete with roadsigns, roadstuds and paint markings as indicated on the drawings.

The tendered rate shall include full compensation for all the labour and material,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings.”

SECTION 5700: ROAD MARKINGS

B5701 SCOPE

The final road markings plans shall be issued during construction.

B5702 MATERIALS

(a) **Paint**

(ii) Retro-reflective road-marking paint

Add to Sub-clause 5702(a)(ii) the following:

During actual painting the Contractor shall supply sealed samples of the paint to be used to the Engineer together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defect’s liability period.

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following:

The machine shall always operate in the direction of the traffic when applying lane markings.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

▪ **SCHEDULE B: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

General Environmental Guidelines

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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This EMPr has been compiled in fulfilment of the requirements of the National Environmental Management Act (Act 107 of 1998) and other associated regulations and is therefore legally binding. MLM's responsibilities include the appointment of an independent an Environmental Control Officer (ECO) for the duration of the project; responsible for implementing the EMPr and associated policies, procedures, and bylaws. The ECO is required to ensure that all personnel involved in the project are trained and familiar with the requirements of the EMPr.

There are several management actions required to ensure that the EMPr objectives are met. The construction and operational activities must ensure that the following is adhered to:

- Works are conducted in accordance with relevant environmental statutory requirements and non-statutory policy, as detailed throughout this EMPr;
- Works are conducted to cause the least possible disturbance to the environment and to aid rehabilitation;
- Works are conducted in such a way as to minimise the likelihood of environmental degradation;
- Works are conducted in such a way as to manage the impact of the works (e.g., noise, traffic, etc.) on neighbouring properties;
- All employees engaged in the works comply with the requirements of the EMPr;
- Clear procedures are provided for the management of environmental impacts, including corrective actions;
- Identify management responsibilities and reporting requirements to ensure compliance with the EMPr; and
- To ensure safe and healthy conditions for humans and animals during the road maintenance.

Environmental Control Officer (ECO)

As indicated above, the ECO will be responsible for implementing the EMPr and will also conduct monthly audits and a detailed audit report must be submitted to MLM for review and correction of non-compliance where applicable. If queries or problems arise for issues that cannot be proficiently addressed by the ECO, he must seek advice from a person or persons that are knowledgeable and experienced in the relevant field. Outstanding non-compliances will be conveyed to MLM who will further communicate, in writing, with the National

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Department of Environment Forestry and Fisheries (DEFF) or the Provincial Authorities who will then decide on appropriate action.

Failure to comply with the Environmental Considerations

The ECO will, acting reasonably, have the authority to order the contractor to suspend part or all the works if he causes unacceptable damage to the environment by not adhering to the specifications set out below. The suspension will be enforced until the offending parties' actions and procedures are corrected, and adequate mitigation measures are implemented.

Progress / Site Meetings

Environmental issues shall be put on the agenda as a discussion point during meetings. The ECO, or a designated person involved with environmental issues on the project, shall attend the progress and or site meetings regularly to provide feedback on any outstanding or contentious environmental matters.

1.1 Public Engagement

The links to the community that will be established must be maintained and utilised to the mutual benefit of all parties. The ECO is responsible for addressing any environmental problems or queries raised by the community and must maintain close contact with the representatives thereof. This EMPr will be made available, on request, for perusal by the public.

The ECO must keep a complaint register where all complaints raised by the Interested and Affected Parties (I&APs) must be included in the register and addressed. The following must be recorded:

- Complainant's name;
- Address;
- Phone number;
- Description of complaint;
- Date when the complaint was raised; and
- Action taken.

applicable legislation

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Following the requirement of Appendix 4 of the EIA Regulations of 2014 as amended, the EMPr must provide a detailed list of applicable legislation, presented in Table 3. The table highlights the acts and legislation relevant to the project, and pertinent to the activities undertaken on site. The EMPr considers Municipal policies, plans, and by-laws as well as world best practices. The legislation applicable to the project is not an exhaustive analysis; however, it provides a guideline to the relevant aspects of each act.

Applicable Bi-laws and Legislation

Aspect	Relevant Legislation	Brief Description
Human	The Constitution of South Africa, 1996 (Act No. 108 of 1996)	<p>The Constitution of South Africa, 1996 (Act No. 108 of 1996) provides for an environmental right (contained in the Bill of Rights, Chapter 2). In terms of Section 7, the state is obliged to respect, promote, and fulfil the rights in the Bill of Rights. The environmental right states that:</p> <p>“Everyone has the right -</p> <p>a) To an environment that is not harmful to their health or well-being; and</p> <p>b) To have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that -</p> <ul style="list-style-type: none"> • Prevent pollution and ecological degradation; • Promote conservation; and • Secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.”
Environment	National Environmental Management: Act 1998, (Act No. 107 of 1998)	The overarching principles of sound environmental responsibility are reflected in the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA). The principles set out in the National Environmental Management Act, 1998 (Act No. 107 of 1998), hereafter, are referred to as NEMA. Construction and operation must be conducted in line with the generally accepted

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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		principles of sustainable development, integrating social, economic, and environmental factors.
Biodiversity	National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)	The purpose of the National Environmental Management Biodiversity Act, 2004 (Act No. 10 of 2004) (NEMBA) is to provide for the management and conservation of South Africa's biodiversity within the framework of the NEMA and the protection of species and ecosystems that warrant national protection. As part of its implementation strategy, the Biodiversity permit must be applied for the removal of the protected trees (Morula trees) noted on site.
Protected Areas	National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003)	The purpose of this Act is to provide for the protection, conservation, and management of ecologically viable areas representative of South Africa's biological diversity and its natural landscapes.
Heritage Resources	National Heritage Resources Act, 1999 (Act No. 25 of 1999)	<p>The proposed road maintenance exceeds 300m in length.</p> <p>Due to the nature of the project, the project is the maintenance of the road, it is very unlikely that any sites or features dating to the pre-colonial history of the region would still exist in the study area. However, isolated objects such as Stone artefacts might be exposed in areas close to stream beds.</p> <p>The National Heritage Resources Act, 1999 (Act No. 25 of 1999) legislates the necessity for cultural and heritage impact assessment in areas earmarked for development, which exceed 0.5 ha. The Act makes provision for the potential destruction of existing sites, pending the archaeologist's recommendations through permitting procedures. Permits are administered by the South African Heritage Resources Agency (SAHRA). The current activities do not trigger any activity listed in the heritage Act. Current operations do not trigger any HIA listed activities; Due to the nature of the project, the project is maintenance of the road, it is very unlikely that any sites or features dating to the pre-colonial history of the region would still exist in the study area. However, isolated objects such as Stone Age artefacts might be</p>

Contractor

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Witness 2

Employer

Witness 1

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Air quality management and control	National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)	<p>exposed in areas close to stream beds.</p> <p>The object of the Act is to protect the environment by providing reasonable measures for the protection and enhancement of air quality and to prevent air pollution.</p> <p>Section 32 of the National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) deals with dust control measures in respect of dust control. It provides that the Minister or MEC may prescribe measures for the control of dust in specified places or areas, either in general or by specified machinery or in specified instances, the steps to be taken to prevent nuisance by dust or other measures aimed at the control of dust.</p>
Noise Management and Control	Noise Control Regulations in terms of the Environmental Conservation, 1989 (Act 73 of 1989)	<p>The assessment of impacts relating to noise pollution management and control, where appropriate, must form part of the EMPr. Applicable laws regarding noise management and control refer to the National Noise Control Regulations issued in terms of the Environment Conservation, 1989 (Act 73 of 1989).</p> <p>There is no requirement for a noise permit in terms of the legislation.</p>
Water	National Water Act, 1998 (Act 36 of 1998)	<p>This Act provides for fundamental reform of the law relating to water resources and use. The preamble to the Act recognizes that water resource management aims to achieve sustainable use of water for the benefit of all users and that the protection of the quality of water resources is necessary to ensure sustainability of the nation's water resources in the interests of all water users.</p> <ul style="list-style-type: none"> • Under S21 of the Act, water uses must be licensed unless such water use falls into one of the categories listed in S22 of the Act or falls under the general authorisation. • In terms of S19, the project proponent must ensure that reasonable measures are taken throughout the life cycle of this project to prevent and remedy the

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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		<p>effects of pollution to water resources from occurring, continuing, or recurring.</p> <ul style="list-style-type: none"> • The proposed development requires a Water Use License as per the following regulations: • Section 21 (i): altering the bed, banks, course, or characteristics of a watercourse. • Requirements set by S19 will apply throughout the life-cycle of the project
<p>Agricultural Resources</p>	<p>Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983)</p>	<p>The Act aims to provide control over the utilization of natural agricultural resources to promote the conservation of the soil, water resources, and vegetation and to combat weeds and invader plants. Section 6 of the Act makes provision for control measures to be applied to achieve the objectives of the Act. Regulation 15 of GNR1048 provides for the declaration of weeds and invader plants, and these are set out in Table 3 of GNR1048. Declared Weeds and Invaders in South Africa are categorised according to one of the following categories:</p> <ul style="list-style-type: none"> • Category 1 plants: are prohibited and must be controlled. • Category 2 plants: (commercially used plants) may be grown in demarcated areas providing that there is a permit and that steps are taken to prevent their spread. • Category 3 plants: (ornamentally used plants) may no longer be planted; existing plants may remain, as long as all reasonable steps are taken to prevent the spreading thereof, except

Contractor

Witness 1

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		<p>within the flood line of watercourses and wetlands.</p> <p>An alien species management plan to be included in the requirements of the EMPr.</p>
Waste	National Environmental Management Waste Act, 2008 (Act 59 of 2008)	<p>To reform the law regulating waste management to protect health and the environment by providing reasonable measures for the prevention of pollution and ecological degradation and for securing ecologically sustainable development; to provide for institutional arrangements and planning matters; to provide for national norms and standards for regulating the management of waste by all spheres of government; to provide for specific waste management measures; to provide for the licensing and control of waste management activities; to provide for the remediation of contaminated land; to provide for the national waste information system; to provide for compliance and enforcement; and to provide for matters connected therewith.</p> <p>In terms of GNR921, no waste license is required for the project</p> <ul style="list-style-type: none"> Waste handling, storage and disposal during construction and operation are required to be undertaken in accordance with the requirements of this Act, as detailed in the applicable EMPr, as well as in accordance with the relevant Norms and Standards.

Method statements for the activities to be carried out

The following Method Statements (MS) related to site activities must be prepared and signed by the Project Manager (PM) to ensure compliance with applicable legislation. This list has not exhausted all the activities/aspects that may require MS of the railway siding activities:

- Site establishment
- Preparation of the site (i.e., clearing vegetation, compacting soils, and removing existing infrastructure and waste).

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- Soil management/stockpiling and erosion control.
- Excavations and backfilling procedure.
- Stipulate norms and standards for water supply and usage (i.e.: comply strictly with licence and legislation requirements and restrictions)
- Stipulate the stormwater management procedures recommended in the storm water management method statement.
- Ablution facilities (placement, maintenance, management, and servicing)
- Solid Waste Management:
- Dust and noise pollution
- Hazardous substance storage
- Fire prevention and management measures on-site.
- Fauna and flora protection process on and off-site
- Incident and accident reporting protocol.
- General administration
- Rehabilitation
- Decommissioning

Project team Roles and responsibilities

The roles of the responsible people on site are included below:

The Client/Developer (MLM)

- The developer (refers to as MLM) remains responsible for ensuring that the maintenance is implemented according to the requirements of the EMPr.
- Although the developer appoints specific role players to perform functions on his/her behalf, this responsibility is delegated.
- The developer is responsible for ensuring that sufficient resources (time, financial, human, equipment, etc.) are available to the other role players (e.g. the ECO, Engineer, and contractor) to efficiently perform their tasks in terms of the EMPr.
- The developer is liable for restoring the environment in the event of negligence leading to damage to the environment.

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- The developer must ensure to appoint an independent Environmental Control Officer (ECO to monitor and audit the implementation of the EMPr and environmental authorisation.
- The ECO must have the appropriate experience and qualifications to undertake the necessary tasks
- The developer must appoint an independent Environmental Control Officer (ECO) during the construction phase to oversee all the environmental aspects relating to the development.

Contractor and service providers

All contractors (including sub-contractors and staff) and service providers are responsible for:

- sand the service providers are bound to the EMPr conditions through their contract and appointments with the developer Accordingly the contractors and service providers should; Thoroughly familiarise themselves with the EMPr requirements during construction phases and must request clarification on any aspect of these documents, should they be unclear.
- Ensuring that they have provided a sufficient budget for complying with all EMPr conditions at the tender stage.
- Ensuring adherence to the environmental management specifications.
- Ensuring that Method Statements are submitted to the Site Manager, and ECO, for approval before any work is undertaken. Any lack of adherence to this will be considered as non-compliance to the specifications of the EMPr.
- Ensuring that any instructions (whether verbal or written) issued by the site manager, project manager or site engineer, ECO, in terms of the EMPr are adhered to.

Environmental Control Officer (ECO)

- The Environmental Control Officer (ECO) is appointed by the developer as an independent monitor of the implementation of the EMPr. He/she must form part of the project team and be involved in all aspects of project planning that can influence environmental conditions on the site. The ECO must attend relevant project meetings, conduct inspections to assess compliance with the EMPr, and be responsible for

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providing feedback on potential environmental problems associated with the maintenance. In addition, the ECO is responsible for:

- Assisting in ensuring that the necessary environmental authorisations and permits have been obtained before construction commencing.
- Reviewing the Contractor's construction Method Statements.
- Monthly site inspections of all construction areas with regard to compliance with the EMPr.
- Monitoring and verifying adherence to the EMPr, and approved Method Statements at all times.
- Monitoring and verifying that environmental impacts are kept to a minimum.
- Taking appropriate action if the specifications are not followed.
- Monitoring the undertaking by the Contractor of environmental awareness training for all new personnel coming onto site.
- Advising on the removal of person(s) and/or equipment not complying with the specifications.
- Auditing the implementation of the EMPr monthly.
- Compiling a final audit report regarding the EMPr and its implementation during the construction period after completion of the contract and submitting this report to the Employer and the project team.

The ECO has the right to enter the site and conduct monitoring inspections and auditing at any time, subject to compliance with health and safety requirements applicable to the site (e.g., wearing safety boots and protective headgear).

Resident Engineer (RE)

The Resident Engineer (RE) will be appointed by the 'Developer' and will be required to oversee the construction program and construction activities performed by the Contractor.

The RE is expected to liaise with the Contractor and ECO on environmental matters, as well as any pertinent engineering matters where these may have environmental consequences.

He/she will oversee the general compliance of the Contractor with the EMPr and other pertinent site specifications. The RE will also be required to be familiar with the EMPr specifications and further monitor the Contractor's compliance with the Environmental Specifications on a daily basis, through the Site diary, and enforce compliance.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The National and or Local/Provincial Environmental Authority

The competent authorities are responsible for authorising any required licenses or permits and to enforce compliance with the legislative requirements. They have the right to access the site for compliance monitoring inspections at any given time, subject to compliance with health and safety requirements applicable to the site (e.g., wearing of safety boots and protective headgear).

ENVIRONMENTAL MANAGEMENT MEASURES

The following section serves to prescribe mitigation measures to prevent, reduce, eliminate, or compensate for impacts, to acceptable/insignificant levels.

Pre-Construction Management Programme

The pre-construction management program is to be used as a guide during the planning, design and detailing of the development components. This part of the programme is to be referenced by all involved in decision making during the planning and design phases.

Monitoring programme

This section focuses on the systems and procedures required to ensure that the environmental specifications contained in the EMPr are effectively implemented, monitored and recorded. A copy of the EMPr will be available on site at all times.

The appointed ECO is responsible for ensuring compliance with the EMPr. It is recommended that periodic EMPr compliance reports (audits) are compiled by the ECO and submitted to MLM and contractor for review and correction of non-compliance issues. It is the responsibility of the ECO to report any non-compliances to the relevant authorities.

The I&APs must be allowed access to the EMPr document. They have the right to monitor specific aspects of the EMPr in conjunction with the Client; however, no member of the public may enter the construction site without prior approval from the Client.

The ECO shall keep a record of all complaints received from the community and communicate them to the project manager. These complaints must be addressed and mitigated, within reason. Records relating to the compliance/non-compliance with the conditions of the EMPr

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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as well as audits reports shall be kept in good order and shall be made available to Authorities as requested.

OBJECTIVE: Monitor the performance of the control strategies employed against environmental objectives and standards

A monitoring programme must be in place not only to ensure conformance with the EMPr, but also to monitor any environmental issues and impacts which have not been accounted for in the EMPr that are or could result in significant environmental impacts for which corrective action is required. The contractor project manager will work with the site manager of the contractor to ensure that monitoring is conducted and reported. The aim of the monitoring and auditing process would be to routinely monitor the implementation of the specified environmental specifications, in order to:

- Monitor and audit compliance with the prescriptive and procedural terms of the environmental specifications.
- Ensure adequate and appropriate interventions to address non-compliance.
- Ensure adequate and appropriate interventions to address environmental degradation.
- Provide a mechanism for the lodging and resolution of public complaints.
- Ensure appropriate and adequate record keeping related to environmental compliance.
- Determine the effectiveness of the environmental specifications and recommend the requisite changes and updates based on audit outcomes, in order to enhance the efficacy of environmental management on site.

Method of Monitoring

The independent ECO will ensure compliance with the EMPr and will conduct monitoring activities. The ECO will undertake site inspections on a monthly basis. The ECO will report all non-compliances to the Site Manager and submit such reports to the Developer.

Monitoring report

A monitoring report will be compiled by the ECO on a monthly basis and must be submitted to the Developer and presented to the project team as deemed practical or with the Final audit report. The report should include details of the activities undertaken in the reporting period, any non-conformances or incidences recorded, corrective action required and details of these non-conformances or incidents which have been closed out.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Emergency Procedures

The Contractor must ensure that all emergency procedures are in place prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to employees, use of hazardous substances and materials, etc.

The Contractor shall ensure that lists of all emergency telephone numbers/contact persons (including fire control) are kept up to date and that all numbers and names are posted at relevant locations throughout the construction and operational phases.

Environmental Incidents

“Incident” means an unexpected sudden occurrence including a major emission, fire or explosion leading to danger to the public or potentially serious pollution of or detriment to the environment whether immediate or delayed. In terms of Section 30 of the National Environmental Management Act 107 of 1998 (NEMA), the incident must be reported to the Environmental Officer (ECO) as soon as the incident is discovered. The ECO must, through the most effective means reasonably available, provide details of the incident (as outlined in NEMA) to the Director General of the Department of Forestry, Fisheries and Environment (DFFE), the South African Police Services (SAPS) and the relevant fire prevention services, the relevant provincial Head of Department and all persons whose health may be affected by the incident.

The ECO, as the responsible person, must as soon as reasonably practical after knowledge of the incident undertake the following:

- Take all reasonable measures to contain and minimise the effects of the incident, including its effect on the environment and any risks posed by the incident to the health, safety and property of persons.
- Undertake clean-up procedures.
- Remedy the effects of the incident.
- Assess the immediate and long-term effects of the incident on the environment and public health.

The ECO, as the responsible person, must, within 14 days of the incident; report to the persons outlined above such information as is available to enable an initial evaluation of the incident. Records of all incidents must be retained for a period not less than five years.

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Safety

The Client shall ensure the following:

- Compliance with the Occupational Health and Safety Act 85 of 1993;
- Reasonable measures are taken to ensure the safety of all site staff;
- All vehicles using public roads are in a roadworthy condition, drivers adhere to the speed limits, and loads are secured.
- All Local, Provincial and National regulations are adhered to; and
- All accidents and incidents are recorded and reported to the SHE officer and/or relevant authority (Labour, LEDET etc.).
- The SHE officer must have contact details of the nearest emergency rooms (hospitals) to the site, of both private and public hospitals.

Failure to comply with the Environmental Considerations

The project manager will, acting reasonably, have the authority to order the contractor to suspend part or all the works if he causes unacceptable damage to the environment by not adhering to the specifications set out above. The suspension will be enforced until such time as the offending parties' actions, procedures and/or equipment are corrected, and adequate mitigation measures implemented.

1800: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

D. 1 SCOPE

According to clause 6.5 of the general conditions of contract for construction works (GCC) 2010 2nd edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.5 of the General Conditions of Contract 2010 2nd edition.

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No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section 1800 for Daywork materials. The Contractor shall enter a tendered percentage in the section to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2010 2nd edition.

▪ **D. 4 CONSTRUCTION PLANT HIRE**

▪.....

Where daywork is ordered, the tendered rates for plant hire in Section 1800 shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1 of the General Conditions of Contract 2010 2nd edition will be used.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

▪

▪ The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

▪ ..

▪ ..

▪ **D. 5 SALARIES AND WAGES OF WORKMEN**

▪

▪ The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Section 1800. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

▪

▪ All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

▪

▪ The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

▪

▪ **D. 6 MEASUREMENT AND PAYMENT**

▪

The following principles shall also apply to the measurement and payment of Dayworks.

▪ The unit of measurement for plant shall be the number of vibroclock hours worked and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

- The Contractor's attention is drawn to the requirements of Sub-clauses 6.5.3 and 6.5.4 of the General Condition of Contract 2010 2nd edition with regard to the submission of Dayworks claims.
-

B12.05: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in a flood plain

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environment subject to flooding

- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline of fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2003. **“Employer”** and **“client”**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: MLM/SCM/66/2024
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is therefore interchangeable and shall be read in the context of the relevant document.

- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2. Returnable documents.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

E5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

E7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: MLM/SCM/66/2024
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- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

E9. CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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(Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(a) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(b) Suspended platforms (Regulation 15)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(c) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(d) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(e) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(f) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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(g) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(h) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(k) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(l) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(m) Water environments (Regulation 24)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

- (n) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

- (o) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

- (p) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

- (q) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

- (r) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MARULENG LOCAL MUNICIPALITY

BID NO: MLM/SCM/66/2024

LORRAINE BELVILLE ACCESS ROAD

C4: SITE INFORMATION

C4.1 LOCALITY PLAN

C4.2 CONSTRUCTION NOTICE BOARD

C4.3 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS

C4.4 EXISTING SERVICES

Contractor

Witness 1

Witness 2

Employer

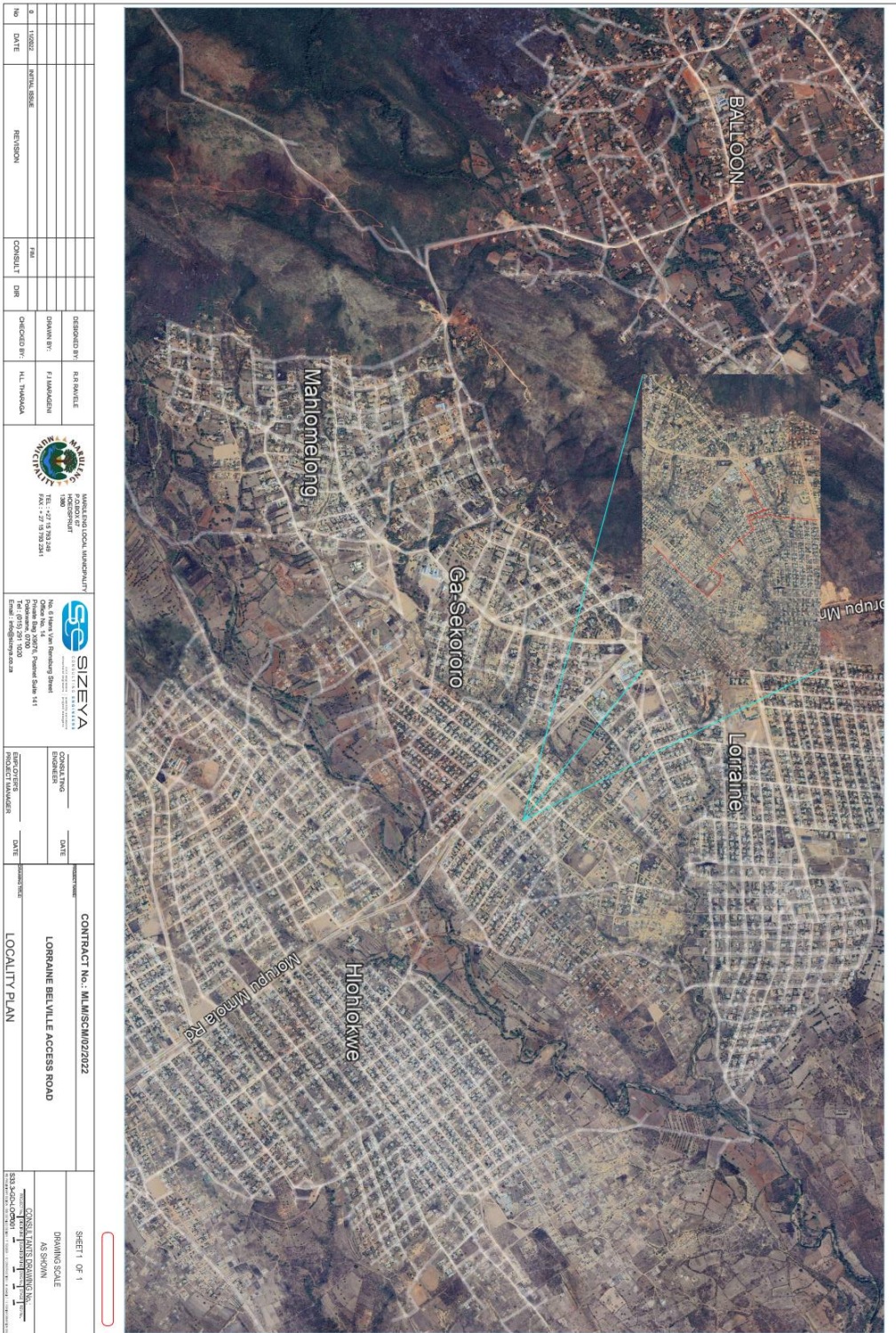
Witness 1

Witness 2

C4.1 LOCALITY PLAN

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: MLM/SCM/66/2024
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C4.2 CONSTRUCTION NOTICE BOARD – Include the EPWP Logo

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.3 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS

From the Geotechnical report no ground water was identified during the investigation. The geotechnical point to the fact, there are isolated areas with intermediate soil types.

C4.4 EXISTING SERVICES

There are existing services which includes, electrical cables, telecommunication lines, Sewer and water lines.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

**CONTRACT No.: MLM/SCM/66/2024 – CONSTRUCTION
OF LORRAINE BELLVILLE NKOPETJI ACCESS ROADS**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT No.: MLM/SCM/66/2024
Part 3: Project Specifications
Section 4: Occupational Health, Safety and Environmental Specification

General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (**Maruleng Municipality**.) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of **Maruleng Municipality**, irrespective whether the contract work constitutes construction work or not.

The Contract Specification is contained in Volume 1 of the contract documents in Part 1: Scope of Work.

Acknowledgements

This Occupational Health, Safety & Environmental (SHE) Specification was developed by the internal OHS Department of Sizeya Consulting Engineers for the sole use by Maruleng Municipality.

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1.2	Scope of SHE specification
1.3	Omissions
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Employer

Witness 1

Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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25.	Personnel and other protective equipment
25.	Sign off form

ABBREVIATIONS

Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GMR	General Machinery Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
MARULENG MUNICIPALITY	Maruleng Municipality
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
PER	Pressure Equipment Regulations
SANS	South African National Standards
SABS	South African Bureau Standard
SHE	Safety, Health & Environment

DEFINITIONS

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Word / Phrase	Definition
“WCL 1”, “WCL 2” and “WCL 22”	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
Competent Person	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, (Act 67 of 2000).
Construction work	Any work in connection with: a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
Contractor (inclusive of Principal Contractor)	Any organization, person, entity performing activities for or on behalf of Maruleng Municipality.
Corrective Action	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
Employee	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person
Employer	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956)
Hazard	Means a source of or exposure to danger.
Hazard identification	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
Incident	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.
Machinery	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy

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Mandatory	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user
Medical surveillance	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method Statement	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
Principal Contractor	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
SHE File	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
SHE Plan	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.
Workplace	Any physical location in which work related activities are performed under the control of the organization.

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1. Introduction

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Maruleng Municipality is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring **Maruleng Municipality** to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers / Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with **Maruleng Municipality**, achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL (SHE) SPECIFICATION FOR CONSTRUCTION WORK. The Contract Specification is contained in other Volumes of the contract documents. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonably practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.

Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Maruleng Municipality

1.1. Maruleng Municipality's commitment to Occupational Health, Safety & Environmental (SHE) Management

Maruleng Municipality is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;

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- Recognizing and conducting safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;

- Encouraging employee participation in the formulation of work instructions and safety rules.

1.2. Scope of Occupational Health, Safety and Environmental (SHE) Specification

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

In particular, Maruleng Municipality will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

1.3. Omissions from SHE Specification

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Maruleng Municipality on compliance to the applicable legal requirements related to the activity / task / process.

1.4. Change management

Whenever Maruleng Municipality identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative process between Maruleng Municipality and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the SHE Plan / File framework.

2 Overview of contractor management process

The contractor management process consists of the following phases:

- Tender briefing and tender documentation;
- Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
- Appointed contractor to attend SHE system induction;
- Preparation of SHE File by Principal Contractor;
- Evaluation of SHE File;

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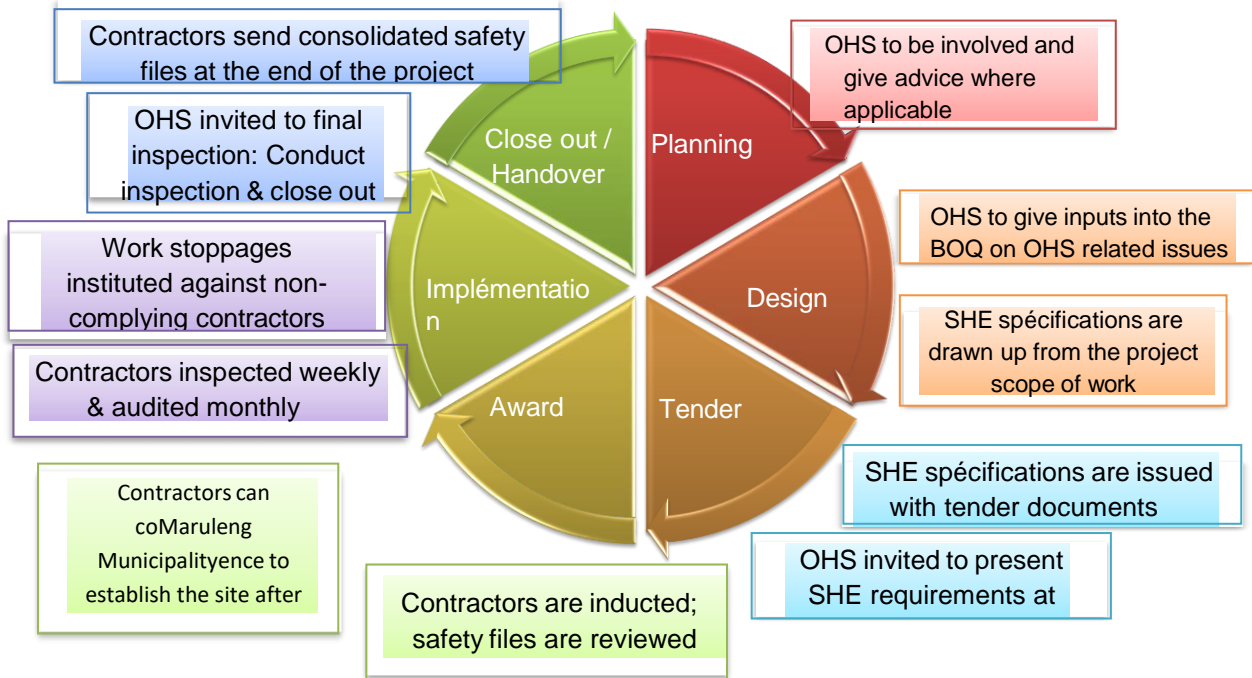
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- Principal Contractor engagement phase;
- Project close-out and submission of consolidated Health & Safety File

2. SHE DOCUMENTATION



2.1. Safety file

The Principal Contractor will prepare a SHE File containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

Ata minimum the SHE File will contain the following documentation:

- Notification of construction work and/or Permit (based on the value of and duration of the project) to the relevant Department of Labour (stamped on each page / no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COID Act.
- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE Plan agreed with Maruleng Municipality.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);

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- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site, SHE rules;
- Occupational health and safety training matrix / plan;
- Arrangements with contractors and/or mandatories;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representative's inspection register;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;
 - Fire equipment inspection and maintenance template;
 - Ladder inspection template;
 - Machine safety inspections template (including machine guards, lock-outs etcetera);
 - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
 - Inspection templates of scaffolding;
 - Inspections templates of structures;
 - Templates of issuing of Personal Protective Equipment;
 - Monthly reporting and recording of statistics templates;
 - Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor / Contractor's activities and organisation.
 - OH&S Representatives Inspection Register
 - Asbestos Demolition & Stripping Register
 - Batch Plant Inspections
 - Construction Vehicles & Mobile Plant Inspections by Controller
 - Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
 - Demolition Inspection Register
 - Designer's Inspection of Structures Record
 - Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - Excavations Inspection
 - Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - Fall Protection Inspection Register
 - First Aid Box Contents
 - Fire Equipment Inspection & Maintenance
 - Formwork & Support work Inspections
 - Hazardous Chemical Substances Record
 - Ladder Inspections
- OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- Copies of OH&S Committee and other relevant Minutes
- Designs/drawings (Construction Regulation 5 (8))

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- Lifting Equipment Register
- Materials Hoist Inspection Register
- Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections
- Stacking & Storage Inspection Emergency preparedness and response programmes;
- Medical examination tests

2.2. Principal contractor appointment

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
 - a) Prepare a site specific SHE files based on client SHE specification and project scope.
 - b) Have an updated Letter of Good standing.
 - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
 - d) Ensure SHE file submitted before work commences to MM for evaluation and approval.
 - e) Must ensure an organizational medical programme for its employees is in place. This must address pre- employment, periodic examination, and exit examinations.
 - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
 - g) All employees undergo his control undergo company specific induction and Johannesburg water induction.
 - h) Ensure before work conveyances employees are trained on the health and safety risks associated with the work they are conducting.
 - i) Ensure employees are trained on company procedures, policies, method statements and informed of the MM SHE requirements as per the specification.
 - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
 - k) Sign the 37 (2) Agreement between MM and themselves before any work conveyances and kept on their SHE file.
 - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
 - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
 - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
 - o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
 - p) Ensure the safety of employees who are taking legal medication.
 - q) Must hand over a consolidated SHE file at the end of the contract.
 - r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.
 - s) Investigate all incidents and report to Maruleng Municipality and ensure all reportable incidents as per the legislative requirement are complied with.
 - t) Ensure work is supervised by competent personnel and that work is done by competent employees.
 - u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.

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- v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
- w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
- x) Ensure first aid kit is made available in case of any emergency.
- y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
- z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
- aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
- bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
- cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ee) Ensure that all his or her employees have a valid medical certificate of fitness.

2.3. 37.2 Agreement

- MM will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

2.4. SHE Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of MM.

2.5. Legislative framework

All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COID)
- Local by-laws and provincial ordinances

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2.6. SHE Policy

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;

- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.

2.7. Appointments and competencies

- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

2.8. Supervision of construction work

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a single site on a full-time basis.
- MM should be informed in writing of the absence of the above-mentioned on site.

Appointment index

Appointment		Legislative Ref	Competency requirements (Min)
Alternate Manager	Construction	CR 8.1	N.Dip Eng + 4years exp
Assistant Manager	Construction	CR 8.2	N.Dip Eng + 4years exp
Confined Supervisor	Space	GSR 5	Certificate + Proven experience
Construction Manager		CR 8.1	N.Dip Eng + 4years exp Full time on site

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Construction Health, Safety & Environmental Officer	CR 8.5 MM requirement	N.Dip Safety + 2years exp; OR N.Dip Enviro + 3years exp; OR NEBOSH / SAMTRAC + 4years exp Register with SACPCMP Full time on site
Construction supervisor	CR 8.7	3 years' experience
Construction vehicle & mobile plant supervisor	CR 23.1	Trade Certificate
Electrical installation and appliances inspector	CR 24	Certificate
Emergency, security and fire coordinator	CR 29	Certificate
Excavation supervisor (including piling)	CR 13	3years exp / N.Dip building
Explosive actuated fastening device inspector	CR 21	Certificate
Fall protection supervisor	CR 10.1	Certificate
First-aiders	GSR 3	Certificate
Firefighting equipment inspector	CR 29	Certificate
General Machinery Supervisor	GMR 2.1/7	GCC (GMR 2.1)/ 3 years exp (GMR 2.7)
Temporary work supervisor (Formwork)	CR 12.2	N. Dip building + 4years exp
Hazardous chemical substances supervisor	HCS Regs	Certificate
Incident investigator	GAR 9.2	Certificate
Ladder inspector	GSR 13A	-
Lifting machines and equipment inspector	DMR 18.5	Certificate + 3years experience
Materials hoist inspector	CR 19.8	Certificate
Occupational health and safety representatives	OHS Act 17	Certificate

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Risk assessor	CR 9.1	Certificate
Stacking and storage supervisor	CR 28	Certificate
Structures supervisor	CR 11.2	N. Dip building + 4years exp
Suspended platform supervisor	CR 17.1	Certificate
Vessels under pressure supervisor	PER 12	Certificate

Welding supervisor	GSR 9	Certificate
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The above minimum requirements are for safety and should not be confused with the evaluation criteria for points scoring.

2.9. Insurances

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

2.10. Costing for SHE

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

2.11. Sub-contractors

- Whenever the Principal Contractor appoints contractors or sub-contractors, it is a requirement that an Occupational Health and Safety Act (Act no. 85 of 1993) Section 37(2) agreement (i.e. Agreement with Mandatory) is entered into between the Principal Contractor and Contractors.
- The Principal Contractor will ensure that all appointed contractors comply with the Maruleng Municipality SHE Specification requirements.
- The Principal Contractor will establish a procedure on sub-contractor management and assurance on compliance to the established procedure will be provided to Maruleng Municipality on a monthly basis.
- Principal Contractors are required to formally notify Maruleng Municipality before appointing

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subcontractors.

- Maruleng Municipality shall approve all specialist subcontractors to be appointed and/or engaged by the Principal Contractor.

The Principal Contractor shall:

- Ensure prior to work conveyancing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site;
- Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- Include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

2.12. Notification of construction work

- The Principal Contractor shall, before carrying out any work, notify the relevant Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations 2014) for this purpose.
- Only a certified copy stamped (each page) by the Department of Labour will be acceptable. No faxed or emailed notifications will be accepted.
- No work shall commence before the Principal Contractor has submitted notification of construction work to the relevant Department of Labour.
- Maruleng Municipality will not approve the SHE File if no original stamped / certified copy of the notification of construction work has been done.

2.13. Construction work permit

- There should be construction permit prior to the commencement of the works.

3. ORGANISATIONAL STRUCTURE

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal

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appointments.

- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

4. COMMITMENT TO SHE

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

5. HIRA

Annexure 2: List of possible hazards emanating from projects and activities conducted for or on behalf of Maruleng Municipality includes an assessment of site-specific health and safety hazards and risks and environmental aspects and impacts that have been identified by Maruleng Municipality as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant Maruleng Municipality Project with regard to MM Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific

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occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to Maruleng Municipality before mobilisation on site conveyances. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- Eliminate - The complete elimination of the hazard.
- Substitute - Replacing the material or process with a less hazardous one.
- Redesign - Redesign the equipment or work process.
- Separate - Isolating the hazard by guarding or enclosing it.
- Administrative - Providing control such as training, procedures etc.
- Personal Protective Equipment (PPE) - Use of appropriate and properly fitted PPE where other controls are not practical. (PPE as the last resort)

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

This project will require the following risk assessments but limited to:

Clearing & Grubbing of the Area/Site

- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.

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- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines

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Section 4: Occupational Health, Safety and Environmental Specification

- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines

Baseline risk assessments

The Principal Contractor is required to develop a baseline risk assessment taking the resources, competency levels, nature and scale of their organization into consideration for submission during SHE File evaluation phase. The hazards and risks to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. The aspects and impacts resulting in environmental pollution or degradation should also be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

Issue based risk assessments

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

- Designs are amended;
- New machines are introduced;
- Plant is periodically cleaned and maintained;
- Plant is started-up or shut-down;
- Systems of work change or operations alter;
- Indents or near-misses occur; or
- Technological developments invalidate prior risk assessments.

Continuous risk assessments

The Occupational Health and Safety Act (Act no. 85 of 1993) specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk-free environment on an on-going basis. This is achieved by continuous risk assessments, a form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Maintaining general hazard awareness, and
- Pre-work risk assessments / Daily Safety Task Instructions.

Occupational health and safety risks or environmental impacts that are identified during the risk assessment process shall be communicated before the commencement of the said activity to every employee whose work is associated with the risk. Each employee shall sign to confirm understanding of the safety, health or environmental risks in the tasks.

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Section 4: Occupational Health, Safety and Environmental Specification

Review of risk assessments

The Principal Contractor is required to review the hazards identified, the risk assessments and the Safe Work Procedures as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes. Revisions to the approved risk assessments and Safe Work Procedures will be presented at each production planning and progress meeting.

Risk assessments are to be reviewed whenever there is change on the scope of work, process, and accidents or when required by Maruleng Municipality

The Principal Contractor must provide Maruleng Municipality, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments to risk assessments and Safe Work Procedures within 14 days of such changes.

6. SAFE WORK PROCEDURES / METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high-risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

7. INCIDENT MANAGEMENT

7.1. Reporting of accidents and incidents

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he 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 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

moving objects

- Machinery ran out of control

to Maruleng Municipality within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), 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 Maruleng Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to Maruleng Municipality will be on the prescribed format.
- The Principal Contractor is required to provide Maruleng Municipality with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide Maruleng Municipality with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

7.2. Accident and incident investigation

- 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 they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- Maruleng Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

7.3. Close out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to MM Safety Officer conducting the investigation.

8. MEDICAL SCREENING REQUIREMENTS

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately after a person conveyance employment, where any exposure exists or may exist, which comprises:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- an evaluation of the employees medical and occupational history;
- a physical examination; and
- any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- Medical surveillance and immunization shall be done accredited at / by institutions or occupational health personnel, including, but not limited to:
 - Audiograms.
 - A cardio-respiratory examination / Lung function test;
 - Chest X-rays
 - Eye/ sight tests.
 - A general physical examination;
 - A review of previous medical history.
 - Glucose levels
 - Blood pressure
- An entry medical certificate shall be obtained for all workers prior to conveyancing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the Maruleng Municipality Project Specialist or Appointed OHS Agent.

9. EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Maruleng Municipality may have in place.

In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);
- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor’s emergency response plan (written agreement / signed letter).

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.

First-aid

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).

The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.

The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

10. SHE TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

10.1. General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

10.2. 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. The following are some of the methods that may be used:

- Toolbox talks;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programme to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.

10.3. General competence requirement

The Principal Contractor shall ensure that his personnel and other contractors’ personnel are trained and competent to carry out work safely and without risk to health has been completed before work conveyances. The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

A “competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training. It is the responsibility of the Contractor to determine whether any appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act.

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task. Records of training on Safe Work Procedures / Safe Operating Standards will be retained. Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

10.4. Site-specific induction training

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work. He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.

All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.

No contractor shall allow or permit any employee, visitor or any other person to enter the site, unless such employee or person has undergone health, safety and environmental induction training pertaining to the hazards prevalent on the site at the time of entry.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Where the Principal Contractor is required to operate within Maruleng Municipality Depot's the Principal Contractor will ensure that all employees undergo the Maruleng Municipality induction.

11. PPE REQUIREMENTS

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply 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 maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- 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 the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. 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 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 patently abused or neglected the equipment leading to early failure; and
 - Where the employee has lost the equipment.

All employees shall, as a minimum, be required to wear the following personal protective equipment on any of Maruleng Municipality's projects:

- Protective overalls;
- Protective footwear;
- Protective headwear; and
- Eye, face and ear protection.
- **NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

12. DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.

13. SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.
- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

14. PUBLIC HEALTH AND SAFETY

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 the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.

- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- 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 induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between Maruleng Municipality and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

15. REFUSAL TO WORK

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- In terms of legal and MM requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

16. SECURITY

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied. The site should be manned by at least one and two registered armed security at and night respectively. The contractors should include these costs in his fixed and time related items in the P&G.s.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor shall:

- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.
- No firearms are allowed on site except fit those held by the approved security personnel.

17. ACCOMARULENG MUNICIPALITYODATION ON SITE

No employees shall be accommodated on site.

18. WELFARE FACILITIES

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.

The employer needs to provide his employees with the following:

- Potable water for drinking;
- Water and soap for hand washing
- Toilet paper

The contractors should include these costs in his fixed and time related items in the P&G.s.

19. COMPLIANCE MONITORING

19.1. Inspections

- Contractors will be inspected at least once per week by the MM Project Inspectors and those independent OHS firm or personnel employed on behalf of Maruleng Municipality.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- Maruleng Municipality. reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by Maruleng Municipality. and the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to Maruleng Municipality.) to ensure SHE Performance improvement.

19.2. Monthly audits

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the Maruleng Municipality. SHE Specification.
- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

19.3. Monthly compliance rating

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by Maruleng Municipality focusing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. Maruleng Municipality reserves the right to adjust the monthly compliance calculation formula as and when required – each revision of the monthly compliance calculation formula will be communicated to the Principal Contractor before implementation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Each Principal Contractor is required to maintain a minimum compliance rating of 93% (Ninety Three Percent).

Scoring	Classification	Classification description	Penalties due to non-compliances
93% - 100%	Good	Substantial compliance	R 0.00
80% - 92%	Average	Compliance status needs to be improved	R 0.00
60% - 79%	Poor	Methods to ensure compliance require substantial improvement - operations with substantial non-compliance risks	R 30,000.00 donated to the charities within the community (This is not suspending any work stoppages if required)
<60%	Very poor	Methods to ensure compliance failed completely - troubled operation with severe non-compliance risks	R 50,000.00 donated to the charities within the community (This is not suspending any work stoppages if required)

19.4. Work stoppages

Work stoppages will be identified for 2 (two) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Overall work stoppages will be issued where non-conformances are identified against the criteria in the following table.

ITEM NO.	DESCRIPTION OF AUDIT NON-CONFORMANCE / NON-COMPLIANCE
1	NOTIFICATION OF CONSTRUCTION WORK
1.1	Local Department of Labour not notified of construction work before commencement of construction activities
1.2	Notification of construction work not stamped by local Department of Labour (no fax copies)
1.3	Copy of notification of construction work not available on site
2	PROOF OF REGISTRATION WITH COMPENSATION COMARULENG MUNICIPALITYISSIONER
2.1	Proof of registration with Compensation Commissioner or other insurer not available
2.2	Registration with Compensation Commissioner or other insurer not valid and up-to-date
3	POLICY COMARULENG MUNICIPALITYITMENT & SHE SPECIFICATION
3.1	SHE Plan not compiled, approved by contractor management and available on site
4	SECTION 37(2) AGREEMENT
4.1	Signed section 37(2) Agreement not signed and available on site
5	RISK ASSESSMENTS
5.1	Risk assessments not developed/ not applicable to scope of work issued by Client
6	CONSTRUCTION MANAGER
6.1	No construction manager appointed / on site / Construction Manager not full time on site
6.2	Appointed construction manager does not meet requirements
7	SITE SAFETY OFFICER
7.1	No safety officer appointed/ available on site
7.2	Safety officer does not meet requirements
8	SHE FILE
8.1	No file on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.

20.4 Non-compliance management process

The following actions will be instituted where non-conformances are identified in terms of compliance to relevant legislative requirements and the Maruleng Municipality SHE Specification.

CRITERIA	ACTION TO BE INSTITUTED	RESPONSIBLE PARTY
Compliance rating: 93-100%	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 80-92%	Letter of compliance improvement to Principal Contractor	Maruleng Municipality
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 60-79%	Non-compliance hearing	Maruleng Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: <60%	Non-compliance hearing	Maruleng Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Maruleng Municipality
3 x Work stoppages	Non-compliance hearing	Maruleng Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Maruleng Municipality
3 x Non-conformance to <93% monthly compliance rating	Non-compliance hearing	Maruleng Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERIA	ACTION TO BE INSTITUTED	RESPONSIBLE PARTY
	Supply Chain Management to be informed of non-compliance standing	Maruleng Municipality
3 x consecutive repeat findings	Non-compliance hearing	Maruleng Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Escalation to PMU and General Manager for Technical services	Maruleng Municipality

20. OPERATIONAL REQUIREMENTS

20.1. EXCAVATIONS

- Where excavations will exceed 1.5 m in depth the contractor will be required to submit a method statement to Maruleng Municipality for approval before commencing with the excavation and Maruleng Municipality will issue a permit to proceed once the risk assessment and method statement is approved.
- Excavations must be limited to 100m per day, or equated to the amount of work to be done for the day.
- All open excavations shall be closed within 3 days of excavation. No excavation will remain open beyond 3 days or during holidays.
- Excavation work must be carried out under the supervision of a competent person, who has been appointed in writing, with at least two years' experience in excavation work. Before excavation work begins the stability of the ground must be evaluated.
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- Where the excavation is in stable material and where the sides of the excavation are sloped back to at least the angle of repose of the excavated material, shoring or bracing may be left out but only after written permission has been obtained from the appointed competent person.
- Shoring and bracing must be designed and constructed to safely support the sides of the excavation.
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed competent person.
- No load or material may be placed near the edge of an excavation unless suitable

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

shoring has been installed to be able to carry the additional load.

- Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected.
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation.
- The location and nature of any existing services such as water, electricity, gas etc. 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 workers in the excavation.
- The appointed competent person must inspect every excavation, including the shoring and bracing or any other method to prevent collapse, as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation
 - After substantial damage to any supports
 - After rain
- The results of any inspections must be recorded in a register kept on site and in the safety file.
- 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 to at least one meter high and as close to the excavation as practicable, regardless of the depth of the excavation.
- Every excavation must be provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- Upon entering an excavation, the requirements of General Safety Regulation 5, work in confined spaces, must be observed:
- Any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable or noxious air mixture.
- The confined space must be purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes.
- The safe atmosphere must be maintained and, where necessary.
- Employees are to be provided with breathing apparatus and must wear a safety harness with a rope with the free end of the rope being continuously attended to by a person outside the confined space.
- Furthermore, an additional person, trained in resuscitation, to be in full-time attendance immediately outside the confined space.
- Additional serviceable breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
- All pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
- The employer must ensure that all employees have left the confined space after the completion of work.
- Where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere.
- Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into them.
- Excavations left open for extended periods of time (exceeding 48 hours) must be approved the relevant Engineer / Construction Supervisor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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With regards to the above OHS requirements, the contractor should take note while pricing their documents to make financial improvements for the above safety compliance and other requirements stated elsewhere in this document.

20.2. CONFINED SPACE ENTRY

- Enclosed space work necessitates a Confined Space Permit. This may only be obtained from the authorized person nominated in writing.
- The responsibility for safe procedure, both at the time of entry and during the entire operation of entering and working in confined spaces, rests with the Contractor.
- The Contractor shall be sure that adequate steps have been taken to eliminate or control hazards.
- Before working in an area that contains dust, the area is to be ventilated and hosed down to settle and dampen the dust.
- The Contractor shall provide all necessary equipment to manage confined spaces, including all necessary monitoring and rescue equipment (such as tripods, breathing equipment and the like).
- The Contractor shall ensure all persons working in a confined space or managing entry to a confined space are appropriately trained.
- Compulsory - Continuous monitoring, trained rescue teams, radio communication & adequate ventilation.

20.3. BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by Maruleng Municipality. Where areas are unsafe, they should be enclosed with barricading. Examples are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a "No Entry" signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 x 290.
- Danger tape shall not be utilised to prevent personnel from entering into areas.
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor's responsibility to remove all redundant barricades directly after use. The Contractor's Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

20.4. WORKING AT HEIGHTS

- A pre-emptive risk assessment will be required for any work to be carried out above two metres from the ground or any floor level. This work will be classified as “work in elevated positions”.
- As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.
- Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device.
- This safety belt 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 platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.
- Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer’s head at all times.
- The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by Maruleng Municipality.
- Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.
- Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.
- 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.
- Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.
- 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. Sufficient material must be available to erect the scaffolding properly.
- Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

20.5. SYMBOLIC SIGNAGE

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- “Radio-Active Material” symbolic signs at radioactive storage areas.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- “Eye Protection” symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- “Ear Protection” symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stenciled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on “Authorised Person Only” signs on entry. “No person shall enter the workplace or premises without the permission of the employer or user of the machinery”.
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate firefighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:
 - “Men working above”, “Men working below”, “Road closed – detour”, “Excavation in progress”, “No walkway” etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:

- Maruleng Municipality project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date. The contractors should include these costs in his fixed and time related items in the P&G.s.

20.6. USE AND STORAGE OF FLAMARULENG MUNICIPALITYABLES

The Principal Contractor to ensure that:

- 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 are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other source of ignition is allowed in the area
 - The area is conspicuously demarcated as “flammable”
 - Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient firefighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
 - Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
 - Stored in a locked and well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
 - The flammables store to be constructed of two-hour fire-retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire-retardant fire wall
 - Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
 - All electrical switches and fittings to be of a flameproof design
 - Any work done with tools in a flammable store or work areas to be of a non-sparking nature
 - No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
 - The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
 - A sign indicating the capacity of the store to be displayed on the door
 - Only one day’s quantity of flammable is to be kept in the workplace;
 - Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
 - Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
 - Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

20.7. HAZARDOUS CHEMICAL SUBSTANCES

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
 - The wearing and use of protective equipment
 - The use and storage of hazardous chemical substances
 - The prevention of the release of hazardous chemical substances
 - The wearing of exposure monitoring and measuring equipment
 - The cleaning up and disposal of materials containing hazardous chemical substances
 - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee

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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;

- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substance required to ensure the safe use and storage of that substances;
- 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 hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with 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;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances’ workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS’s to be in 16-point format- available on site

20.8. FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
 - Notices prohibiting smoking are displayed and enforced
 - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - Only spark-free hand and power tools are used
 - No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
 - Flameproof switches and fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable firefighting equipment is provided and maintained in good working order.
- Maintenance must include:
 - Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;

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Witness 2

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- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

20.9. STACKING AND STORAGE

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- 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 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 off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded;
- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary

20.10. HOUSEKEEPING

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- 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;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid- free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- 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.

20.11. TRAFFIC MANAGEMENT

- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws.
- At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit.
- Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

20.12. HAND TOOLS

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- No handle shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

20.13. PORTABLE ELECTRICAL EQUIPMENT & ELECTRICAL INSTALLATIONS

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 for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out 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 must be worn or 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 power 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.

The following requirements apply to portable lights:

- Must be fitted with a robust non-hygroscopic non-conducting handle;
- Live metal parts or parts which may become live must be protected against contact;
- The lamp must be protected by a strong guard;
- The cable lead-in must withstand rough handling;
- Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;
- A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
- When used in wet/damp/metal container conditions, the lamp must be protected.

Electrical Installations (Construction Regulation 22)

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc.
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- 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 OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

20.14. LADDERS

The following requirements for ladders will apply:

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.
- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.

20.15. CONSTRUCTION VEHICLES AND MOBILE PLANT

Maruleng Municipality will inspect construction vehicles and mobile plant prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations.

Construction vehicles and mobile plant to be:

- Of acceptable design and construction;

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- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;
- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signaling devices to make movement safe including reversing;
- Provided with roll-over protection (where applicable);
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- Fitted with two head and two tail lights that are in good working condition and must be used whilst operating under poor visibility conditions;
- When used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.

No loose tools, materials etc. are allowed in the driver and/or operators compartment/cabin or in the compartment in which any other persons are transported.

No person shall ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Employees shall only be transported if provision for seating and safety belts has been provided with an adequate canopy or rollover protection.

All construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, must have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant.

Bulldozers, scrapers, loaders, and other similar mobile plant must, when being repaired or when not in use, be fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

Self-Propelled Mobile Machinery

All Self-Propelled Mobile Machinery must be inspected daily and the findings recorded in a register. Pre-use inspection checklist shall identify critical items that would stop the operator from operating machinery should a defect be detected.

All operators shall be tested on their ability to operate machinery and equipment inspected prior to be used on any of the premises by the Maruleng Municipality Project Inspectors and Responsible Engineer. Relief drivers shall be made available for mobile machinery where there is a need for on-going operations and the contractor shall establish a rotation schedule.

All Drivers/Operators shall be appointed under the applicable legislation prior to operating any type of mobile equipment or machinery:

- If Driver/Operator does not adhere to the rules and regulations his appointment as operator shall be cancelled and he shall not be able to carry on with his duty.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- No Driver/Operator shall be appointed without proof of training, driver's license or letter of competency.
- No training of Drivers/Operators on Site.
- No passengers on dump truck, Loaders or Excavators.
- No eating or drinking allowed while operating equipment.
- No vehicle shall be left unattended with engine running or key in ignition.
- Drivers may use no cellular phones during operations.

Equipment Approval

Authorization for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:

- Minimum two lights in front and rear of vehicle
- Communications system (where required);
- Reflective Taping;
- First-aid kit, fire-fighting equipment and emergency roadside triangles;
- Tyres in good condition;
- Windscreen clear of cracks;
- Safety belts fitted for all occupants;
- Signage for clear identification;
- Windscreen wipers;
- Warning hooter and reverse alarm;
- Rotating warning lights (where applicable);
- Maximum number of persons indicated;
- Equipment free of oil and other leaks;
- Maintenance/Service & Equipment manuals available;

Operator Approval

Authorization for operators for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:

- Operator's Certificate (accredited training organisation);
- Operator's License appropriate to the nature of the Mobile equipment;
- Operator's knowledge tested and familiar with the controls for the vehicle;
- Public driver's permit where required;
- Medical fitness certificate.

20.19 Horizontal Drilling and Tunnel and pipe jacking

Horizontal Drilling

- All HDD work shall be carried out under the supervision of a competent person.
- All employees involve in HDD shall be trained.
- A risk assessment as well as a method statement for the HDD shall be compiled and submitted for approval by the Client.
- Contractor will submit specifications on directional boring equipment to be used to ensure that the equipment will be adequate to complete the project. Spares inventory shall be

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included

- The directional boring equipment shall consist of a directional boring rig of sufficient capacity to perform the bore and pullback the pipe, a boring fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system.
- All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.
- The directional boring machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head.
- The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing.
- The hydraulic power system shall be self-contained with sufficient pressure and volume to power boring operations.
- Hydraulic system shall be free of leaks.
- Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations.
- The rig shall be grounded during boring and pull-back operations.
- Sufficient spares shall be kept on hand for any break-downs which can be reasonably anticipated.
- The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system.
- The Operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.
- The Engineer must be notified 48 hours in advance of starting work.
- The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made.
- The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.
- It shall be the responsibility of Engineer to provide inspection personnel at such times as appropriate without causing undue hardship by reason of delay to the Contractor.

Tunneling (Construction Regulation 13.)

- To be performed in accordance with the Tunneling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800mm
- Definition of Tunneling: “the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

22. Monthly reporting

- The Principal Contractor is required to provide Maruleng Municipality. with a monthly report in the format provided on the last working day of the month.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

23. Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & 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.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

24. Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&SW and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&SW
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&SW must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances

Contractor

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Witness 2

Employer

Witness 1

Witness 2

25. Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced.
-
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
 - § no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
 - § precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
 - § shoring or propping is applied where necessary
 - § No person must be required or allowed to work under unsupported overhanging material
 - § THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES
- The location and nature of any existing services such as water, electricity, gas etc. 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 workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- 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 persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides
 - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
 - Discharged into a container or a barricaded area

Contractor

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Witness 2

Employer

Witness 1

Witness 2

- Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
 - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
 - All asbestos materials likely to become airborne must be identified
 - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

During demolition work:

- all asbestos containing material must be disposed of safely
- workers must be issued with appropriate PPE and the proper use thereof enforced
- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - § Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - § Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - § Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

26. Working on or Near Water (Construction Regulation 24)

The Principle Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets

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- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timorous warning of flooding are in place

27. Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type.

Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold-water showers of some sort have to be provided to a ratio of 1 shower per 15 workers. Change Rooms

Some form of screened off changing facility must be provided separately for each sex. Eating Facility

Some form of shelter from the sun, wind and rain must be provided Living accommodation

Accommodation must be provided.

28. Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the 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 said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/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 reason, the employee cannot be

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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 or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/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 patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any MARULENG MUNICIPALITY projects:

- Protective overall
- Protective footwear
- Protective headwear
- Eye/face protection

29. Project close out

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.

Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

I, the undersigned, hereby acknowledge that I have obtained copies of the following listed documentation and confirm that I fully understand the contents thereof and the consequences of non-compliance. The Contractor furthermore reiterates its commitment to compliance of the requirements contained within the following provided documentation:

- Maruleng Municipality, Safety, Health & Environmental (SHE) Specification, Volume 2;
- Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of Maruleng Municipality;

Signed at on this Day of 20.....

TENDERER

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NAME	DESIGNATION	DATE	SIGNATURE
WITNESS (1)			
NAME	DESIGNATION	DATE	SIGNATURE
WITNESS (2)			
NAME	DESIGNATION	DATE	SIGNATURE

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ANNEXURE 1: COVID-19 GUIDELINES

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

COVID-19 GUIDELINES FOR MARULENG MUNICIPALITY (MM) CONTRACTORS

MM COVID-19 GUIDELINES FOR CONTRACTORS

1. Introduction

The OHSA (Occupational Health and Safety Act – Act 85 of 1993), read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.

The OHSA requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.

2. PURPOSE

The purpose of this document is to give guidance to all contractors conducting work on behalf of MM on the measures to be implemented to safeguard their employees, MM

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CONTRACT No.: MLM/SCM/66/2024
Part 3: Project Specifications
Section 4: Occupational Health, Safety and Environmental Specification

employees, visitors coming to their site as well as the public against COVID-19.

3. MINIMUM REQUIREMENTS TO BE COMPLIED WITH:

3.1. COVID-19 Risk Assessment

Every employer shall develop a risk assessment in relation to COVID-19 which takes into consideration:

- Identification of exposure levels
- Identification of “high contact” activities
- Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

The risk assessment will form part of the safety file that will be evaluated for conformance, and thereafter audited monthly for compliance.

3.2. COVID-19 SOP / Amendment to the SHE plan

- Each employer needs to demonstrate how he or she will comply with the requirements of various COVID-19 legislation.
- The SOP must also outline how the employer will identify employees with comorbidities and measures to be taken.

3.3. Control measures

3.3.1. Alcohol based sanitizer (70%)

A hand sanitizer must be made available at all sites, and must contain at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

Every employer must, free of charge, ensure that –

- there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
- every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.
- If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker’s workstation for both the worker and the person with whom the worker is interacting.

3.3.2. Cloth masks (3 ply)

Every employer must –

- provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition, for the employee to wear while at work and while commuting to and from work; and
- Require any other worker to wear masks in the workplace.

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- Ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.

3.3.3. Hand soap and hygiene facilities

The employer must ensure that-

- there are adequate facilities for the washing of hands with liquid hand soap and clean water;
- only paper towels are provided to dry hands after washing – the use of fabric towels is prohibited;
- the workers are required to wash their hands and sanitize their hands regularly while at work;
- the workers interacting with the public are instructed to wash or sanitize their hands between each interaction with public;

3.3.4. Engineering controls

Every employer must –

- keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
- where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feedback in through open windows;
- Ensure that filters are cleaned and replaced in accordance with the manufacturer’s instructions by a competent person.
- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of 1.5m between workers while they are working, for example, at their workstations.
- If it is not practicable to arrange work stations to be spaced at least 1.5m apart, the employer must-
- Arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working

3.3.5. Social distancing protocol

- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of 1.5m (metres) between workers while they are working, for example, at their workstations.
- Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer.
- Reducing the number of workers present in the workplace at any time may assist in achieving the required social distancing.
- Employers therefore need to identify work that can be performed remotely / at home in order to reduce the number of employees coming physically to the work environment.
- Every employer must arrange the workplace to ensure minimal contact between

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

workers and as far as practicable ensure that there is a minimum of 1.5m between workers while they are working, for example, at their workstations.

- If it is not practicable to arrange work stations to be spaced at least 1.5m apart, the employer must-
- arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or
- Supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

The employer should develop a protocol on social distancing which will include:

- No handshakes
- No hugs
- No kissing
- No horseplay
- No touching each other
- Minimum of 1.5m distance between two employees during work, meetings, lunch, etc.
- Installation of physical screens in the workplace to separate workstations
- Minimum number of people allowed in the vehicles during transportation

All the requirements above should be observed in conjunction with wearing of masks and regular handwashing and sanitizing.

3.3.6. Cleaning and disinfection

Every employer must take measures to ensure that-

- all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;
- all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;
- Disable biometric systems or make them COVID-19-proof.
- Surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.
- There is provision for the disinfection of the premises in the event that an employee tests positive at work.

4. Employees above the age of 60, and those with comorbidities

- The employer shall identify all comorbidities that will increase the severity of COVID-19 should employees with them be infected.
- The employer should identify whether those employees will work fully from home or on a rotational basis with full PPE and other prevention and control measures

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observed.

- Employees over the age of 60 must also be identified and work from home.

5. Special provisions

- The employer must appoint a compliance officer to ensure compliance with these requirements.
- The compliance officer will also address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
- The employer must ensure that all relevant legal requirements and the risk assessment plan are strictly complied with through monitoring and supervision;
- The employer must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing.
- Take measures to minimize contact between workers as well as between workers and members of the public;
- Notify employees that if they are sick or have symptoms associated with COVID–19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA.
- Display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;

If an employee has been diagnosed with COVID-19, the employer must-

- Inform the Department of Health and the Department of Employment and Labour using the WCL1 form;
- Investigate the cause including any control failure and review the risk assessment to ensure that the necessary controls and PPE requirements are in place;
- Give administrative support to any contact-tracing measures implemented by the Department of Health.

Symptom screening

Every employer must take measures to-

- Screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);
- Require every worker or visitor to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and
- Require workers to immediately inform the employer if they experience any of the symptoms above while at work.

If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

- not permit the worker to enter the workplace or report for work; or

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- if the worker is already at work, Immediately-
 - isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or taken for a medical examination or testing; and
 - assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;
 - ensure that the worker is tested or referred to an identified testing site;
 - place the employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
 - ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
 - If there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993.

6. PROCEDURES TO BE FOLLOWED ON SITE

1. ENTRY AND EXIT ON THE SITE CAMP

- The security personnel who will be trained in the procedures will do daily screening via questionnaire for every employee and visitor entering the site.
- Temperature checks will be done by security personnel using non-contact infrared thermometer.
- Every employee who records a temperature above 38°C will be sent home to seek for medical help.
- No employee or visitor who answers any question by yes on the questionnaire should be granted access into the site premises.
- Report to the site manager daily

2. MEETING ATTENDANCE

BEFORE the meeting or event

- Check the advice from the authorities in the community where you plan to hold the meeting or event. Follow their advice.
- Develop and agree a preparedness plan to prevent infection at your meeting or event.
 - Consider whether a face-to-face meeting or event is needed. Could it be replaced by a teleconference or online event?

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Section 4: Occupational Health, Safety and Environmental Specification

- Could the meeting or event be scaled down so that fewer people attend?
- Ensure and verify information and communication channels in advance with
- Pre-order sufficient supplies and materials, including face masks, hand soap, tissue and hand sanitizer for all participants.
- Develop and agree a response plan in case someone at the meeting becomes ill with symptoms of COVID-19 (dry cough, fever, malaise). This plan should include at least:
 - Identify a room or area where someone who is feeling unwell or has symptoms can be safely isolated.
 - Have a plan for how they can be safely transferred from there to a health facility.
 - Know what to do if a meeting participant, staff member or service provider tests positive for COVID-19 during or just after the meeting
 - Agree the plan in advance with your partner healthcare provider or health department.

DURING the meeting or event

- Provide information or a briefing, preferably both orally and in writing, on COVID-19 and the measures that organizers are taking to make this event safe for participants.
 - Encourage regular hand-washing or use of an alcohol rub by all participants at the meeting or event
 - Encourage participants to cover their face with the bend of their elbow or a tissue if they cough or sneeze. Supply tissues and closed bins to dispose of them in.
 - Provide contact details or a health hotline number that participants can call for advice or to give information.
- Display dispensers of alcohol-based hand rub prominently around the venue.
- If there is space, arrange seats so that participants are at least one meter apart.
- Open windows and doors whenever possible to make sure the venue is well ventilated.
- If anyone who starts to feel unwell, follow your preparedness plan.

AFTER the meeting

- Retain the names and contact details of all participants for at least one month. This will help public health authorities trace people who may have been exposed to COVID-19 if one or more participants become ill shortly after the event.
- If someone at the meeting or event was isolated as a suspected COVID-19 case, the organizer should let all participants know this. They should be advised to monitor themselves for symptoms for 14 days and take their temperature twice a day.
- If they develop even a mild cough or low-grade fever (i.e. a temperature of 38 C or more), they should stay at home and self-isolate. This means avoiding close contact (1 meter or nearer) with other people, including family members. They should also telephone their healthcare provider or the local public health department, giving them details of their recent travel and symptoms.

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7. Identifying contacts

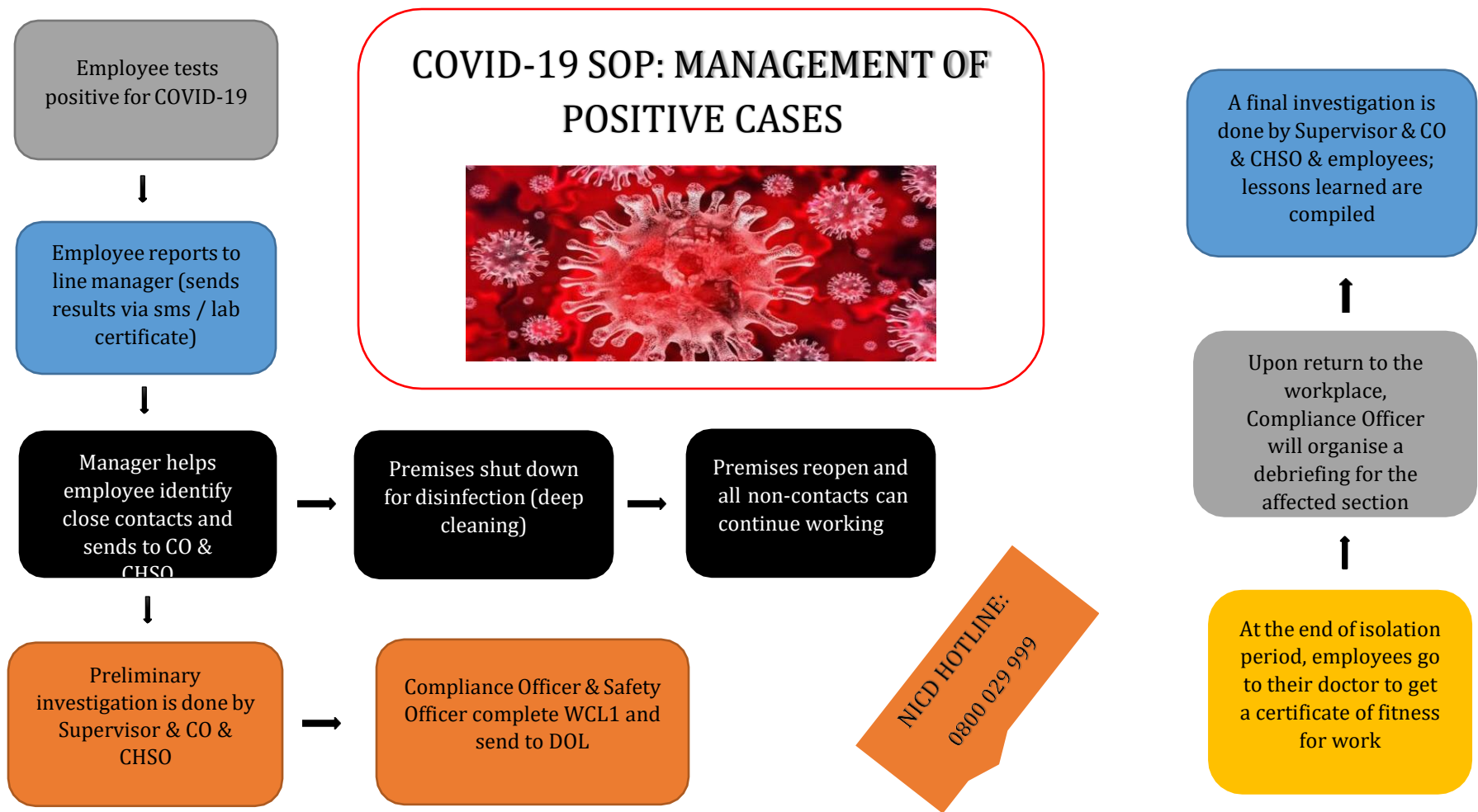
To identify contacts, a detailed case investigation and interview with the COVID-19 patient or their caregiver must be conducted.

Environment	Criteria	Ways to identify contacts
Known/identifiable contacts		
Workplace (immediate colleagues)	Any employees who had: <ul style="list-style-type: none"> ✓ Face-to-face contact with a COVID 19 patient within 1 metre and for >15 mins ✓ Direct physical contact with a COVID-19 patient ✓ Provided direct care for a COVID-19 patient in the workplace without proper PPE ✓ Shared working space or equipment with a COVID 19 patient ✓ Shared a room, meal, or other space with a confirmed patient 	<ul style="list-style-type: none"> ✓ Direct interview with the COVID-19 patient and/or their caregiver(s). ✓ Direct interview with all employees and supervisors ✓ Interview can also be done telephonically
Workplace (Visitors / suppliers)	<ul style="list-style-type: none"> ✓ All visitors who visited the site within the 2-week period and were potentially in contact with the infected employee 	<ul style="list-style-type: none"> ✓ Daily signing registers ✓ Meeting attendance registers

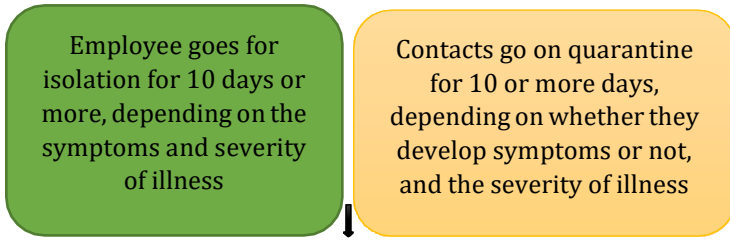
This information will be shared with the health authorities so that they can be able to do household, community, social and contact tracing for all contacts associated with a contact

- Where possible, the Safety Manager should check in with contacts to make sure they are self-monitoring and have not developed symptoms.
- Contacts who develop symptoms should promptly isolate themselves and notify the NICD.
- They should be promptly evaluated for infection and for the need for medical care.

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POSSIBLE RISKS FOR THIS PROJECT

**ANNEXURE 2: BASELINE RISK
ASSESSMENT**

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

	Hazard	Risk	Consequence	Rating	Controls
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Transportation material to site	of <ul style="list-style-type: none"> ✓ Unsafe road conditions ✓ Un-road worthy vehicles ✓ Equipment and material not safely secured ✓ Incompetent drivers ✓ Driving under the influence of alcohol ✓ Inclement weather ✓ Speeding ✓ Slippery road ✓ Narrow road 	<ul style="list-style-type: none"> ✓ Overturning vehicles ✓ Vehicle collisions 	<ul style="list-style-type: none"> ✓ Injuries ✓ Property damages ✓ Third party liability 	M	<ul style="list-style-type: none"> ✓ Adherence to the speed limit ✓ Only competent/ authorised drivers should operate the vehicle ✓ Inspection of vehicles ✓ Equipment and material to be properly secured ✓ Alcohol testing to be done ✓ The road to be paved to prevent accidents ✓ Traffic control to be implemented to avoid collisions
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Contractor

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<p>Offloading of material</p>	<ul style="list-style-type: none"> ✓ Faulty machinery ✓ Poor ergonomics ✓ Equipment (suspended load) falling on employees ✓ Unsafe slings and guide ropes ✓ uneven surface 	<ul style="list-style-type: none"> ✓ Hands can be caught in between materials ✓ Obstructed walkways by materials ✓ Unsafe stacking of materials 	<ul style="list-style-type: none"> ✓ Hand injuries ✓ Back injuries 	<p>M</p>	<ul style="list-style-type: none"> ✓ The correct PPE must be worn ✓ Designate the stacking areas and put signs ✓ Stacking and storage inspector must be appointed and in charge
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Contractor

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Site establishment	<ul style="list-style-type: none"> ✓ Sharp objects/ wires ✓ Uneven surface ✓ Faulty connection 	<ul style="list-style-type: none"> ✓ Cuts ✓ Slips and trips ✓ Damage to services 	<ul style="list-style-type: none"> ✓ Injuries ✓ Back strains and injuries 	M	<ul style="list-style-type: none"> ✓ Supervisors to plan during site set up and induct employees
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	<ul style="list-style-type: none"> ✓ Poor ergonomics ✓ Falling objects ✓ Inadequate security services ✓ Not enough welfare facilities e.g. toilets, change rooms and lockers 	<ul style="list-style-type: none"> ✓ Using the environment as ablution facilities 	<ul style="list-style-type: none"> ✓ Crime, theft, fights ✓ Contracting of communicable diseases ✓ Soil, water pollution 	<ul style="list-style-type: none"> ✓ A competent electrician must be appointed to connect electrical wires to the site offices and Distribution Board. ✓ Ensure there are welfare facilities on site for health and hygiene purposes ✓ Awareness on hygiene and use of ablution facilities ✓ Detailed Risk Assessment must be drawn before any work conveyances on site.
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Contractor

Witness 1

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Installing containers	<ul style="list-style-type: none"> ✓ Using lifting equipment ✓ Faulty equipment ✓ Faulty slings / chains 	<ul style="list-style-type: none"> ✓ Wind ✓ Incompetent personnel ✓ Heavy load ✓ Failing of lifting equipment 	<ul style="list-style-type: none"> ✓ Serious injuries ✓ Property damage 	H <ul style="list-style-type: none"> ✓ Check wind speed prior to using the crane. ✓ Inspect the crane, slings and chains before use. ✓ Load test the crane before use ✓ Only carry loads certified to be carried by the

Contractor

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					crane
Electrical installation	<ul style="list-style-type: none"> ✓ Electricity ✓ Incompetent personnel ✓ Wrong tools ✓ Damaged cables 	<ul style="list-style-type: none"> ✓ Contact with live electricity ✓ Incompetent person connecting electricity ✓ Electric shocks 	<ul style="list-style-type: none"> ✓ Electrocution ✓ Serious injuries 	H	<ul style="list-style-type: none"> ✓ Follow lock out procedure ✓ Ensure that equipment are earthed to an approved earthing point ✓ Ensure a zero potential test is performed for electricity is isolated ✓ Inspect all tools ✓ Use correct tools for the job

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					<ul style="list-style-type: none"> ✓ Appoint a competent electrician/ technician ✓ Wear task specific PPE ✓ Ensure that there are no exposed wires on the cables
Entry and exit	<ul style="list-style-type: none"> ✓ No access control 	<ul style="list-style-type: none"> ✓ Unauthorised entry into the construction site 	<ul style="list-style-type: none"> ✓ Injuries to employee ✓ Theft of tools and material 	M	<ul style="list-style-type: none"> ✓ Appoint a full time, registered security guard on site

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Stacking and storage	<ul style="list-style-type: none"> ✓ Unsafe stacks of materials or pallets 	<ul style="list-style-type: none"> ✓ Falling of pallets and material on employees 	<ul style="list-style-type: none"> ✓ Injuries ✓ Property damage 	M	<ul style="list-style-type: none"> ✓ Supervision of all stacking of materials on site ✓ Materials of same base and heights stacked together ✓ Barricade the stacking area ✓ Unsafe stacks removed immediately. ✓ Never stack materials during knocking off time or late at night ✓ Use task specific PPE
Excavation	<ul style="list-style-type: none"> ✓ Deep excavations 	<ul style="list-style-type: none"> ✓ Collapse ✓ Falling ✓ Unsafe entry and exit ✓ Spoil material 	<ul style="list-style-type: none"> ✓ Serious injuries 	M	<ul style="list-style-type: none"> ✓ Geotechnical surveys to be conducted prior to construction ✓ Shoring of the excavation ✓ No unauthorised entry into the project site. ✓ Full time security on site to monitor entry and exit.

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				<ul style="list-style-type: none"> ✓ Safe method of entry and exit to be provided for employees ✓ Spoil material to be stored at least 2m away from the excavation ✓ Signage to be displayed indicating deep excavations
✓ Excavator	<ul style="list-style-type: none"> ✓ Incompetent operator ✓ Faulty excavator ✓ Contact with underground services 	<ul style="list-style-type: none"> ✓ Serious injuries ✓ Electrocution 	M	<ul style="list-style-type: none"> ✓ Only competent personnel are allowed to operate the excavator ✓ All excavators must be inspected prior to use ✓ All underground services to be identified prior

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Pipe jacking	<ul style="list-style-type: none"> ✓ Working in confined spaces 	<ul style="list-style-type: none"> ✓ Lack of oxygen ✓ Harmful gases ✓ Entrapment 	<ul style="list-style-type: none"> ✓ Asphyxiation ✓ Serious injuries ✓ Fatalities 	<div style="background-color: orange; text-align: center; width: 20px; height: 100%; margin-bottom: 5px;">H</div> <ul style="list-style-type: none"> ✓ Develop a confined space procedure. ✓ Develop a permit to work system. ✓ Only authorized and trained personnel to enter confined spaces. ✓ Ensure that the gases are purged before entry. ✓ Provide employee with oxygen mask ✓ Have an employee trained in first aid ready
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					<ul style="list-style-type: none"> ✓ Confined space may not be smaller than 800Maruleng Municipality in diameter.
✓ Working at heights	<ul style="list-style-type: none"> ✓ Falling 	<ul style="list-style-type: none"> ✓ Fatalities ✓ Serious injuries 	H	<ul style="list-style-type: none"> ✓ Proper PPE to be issued ✓ Provide rigid edge protection. 	
✓ Lifting operations	<ul style="list-style-type: none"> ✓ People hit by load ✓ Collapsing of pipe ✓ Incorrect slinging 	<ul style="list-style-type: none"> ✓ Injuries 	M	<ul style="list-style-type: none"> ✓ No people are allowed to be at the jacking site. ✓ Slinger to be identifiable, and wear reflective PPE. ✓ Lifting machinery to be inspected prior to use ✓ Lifting machinery to be load tested. 	

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	<ul style="list-style-type: none"> ✓ Deep excavation 	<ul style="list-style-type: none"> ✓ Falling 	<ul style="list-style-type: none"> ✓ Fatalities 	H	<ul style="list-style-type: none"> ✓ Barricade the jacking pit ✓ No unauthorized entry ✓ Site should be fenced off and locked out ✓ Signage should be put up
	<ul style="list-style-type: none"> ✓ Jetting rig 	<ul style="list-style-type: none"> ✓ Crushing by horizontal move of the rig; ✓ People hit by drop load 	<ul style="list-style-type: none"> ✓ Injuries 	M	<ul style="list-style-type: none"> ✓ Enter the shaft only once the load has reached the bottom ✓ Signaler to make the people in the shaft aware of the moving load.
Pipe laying	<ul style="list-style-type: none"> ✓ Use of cutting tool ✓ Flooding of excavation with sewer 	<ul style="list-style-type: none"> ✓ Exposure to excessive noise ✓ Contact with live sewer 	<ul style="list-style-type: none"> ✓ Noise induced hearing loss ✓ Faecal oral diseases 	M	<ul style="list-style-type: none"> ✓ Only employees involved in the cutting of pipe to be allowed close to the process ✓ Pumping of sewer to be done during the disconnection and installation of new pipe

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Employer

Witness 1

Witness 2

<p>Tie ins & pressure testing</p>	<ul style="list-style-type: none"> ✓ Water ✓ Pressure 	<ul style="list-style-type: none"> ✓ Burst ✓ Failure of existing pipeline under pressure 	<ul style="list-style-type: none"> ✓ Fatalities 	<p style="text-align: center;">H</p> <ul style="list-style-type: none"> ✓ Ensure that the water is shut down ✓ Ensure that the correct class of pipe is used as well as valve specifications are correct ✓ Develop and follow a method statement ✓ Use only competent person to perform the task. ✓ Don't exceed pipe operating pressure, ensure pipe is correct diameter. ✓ Ensure pipe not damaged. ✓ Use PPE. Ensure adjacent stop valves are operational / closed. ✓ Secure adjacent valves against
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

						<p>movement.</p> <p>✓ Relieve pressure in system.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<ul style="list-style-type: none"> ✓ Welding 	<ul style="list-style-type: none"> ✓ Welding sparks 	<ul style="list-style-type: none"> ✓ Burns 	<p>M</p> <ul style="list-style-type: none"> ✓ Appointed employee should weld ✓ Wear correct PPE ✓ Cocoon the welding area ✓ Follow the correct use of torch/ welding machine
Constructing chambers:	<ul style="list-style-type: none"> ✓ Dust from cutting Bricks ✓ Unsecured bricks 	<ul style="list-style-type: none"> ✓ Inhalation of dust 	<ul style="list-style-type: none"> ✓ Respiratory problems ✓ Injuries 	<p>M</p> <ul style="list-style-type: none"> ✓ Employees should wear dust masks ✓ Wear hand protection

Brick laying		<ul style="list-style-type: none"> ✓ Falling on employees 		<ul style="list-style-type: none"> ✓ Employees to exercise caution when handling bricks.
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Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Working in confined spaces	<ul style="list-style-type: none"> ✓ Offensive gases ✓ Limited space 	<ul style="list-style-type: none"> ✓ Inhalation of toxic gases ✓ Collapse 	<ul style="list-style-type: none"> ✓ Asphyxiation ✓ Collapse ✓ Entrapment ✓ Fatalities 	H	<ul style="list-style-type: none"> ✓ Develop confined space SOP. ✓ Provide gas monitors ✓ Have a method of purging offensive gases. ✓ Provide proper PPE ✓ No one may enter inside a pipe with dimensions below 800mm in width
False work	<ul style="list-style-type: none"> ✓ Poor Assembly ✓ Poor quality false work ✓ Reinforcement ✓ Poor quality concrete ✓ Improper stacking 	<ul style="list-style-type: none"> ✓ Unstable structure ✓ Collapse of stacks 	<ul style="list-style-type: none"> ✓ Serious injuries 	M	<ul style="list-style-type: none"> ✓ False work to be done under supervision of a competent person. ✓ Form work to be inspected prior to assembly ✓ Necessary PPE to be provided for employees ✓ Inspections of all materials prior to working

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>Concrete works</p>	<ul style="list-style-type: none"> ✓ Unstable structure ✓ Exposed skin 	<ul style="list-style-type: none"> ✓ Collapse ✓ Contact 	<ul style="list-style-type: none"> ✓ Injuries ✓ Property damage ✓ Dermatitis 	<p>L</p>	<ul style="list-style-type: none"> ✓ Only good quality material should be used using the designer's specifications. ✓ Concrete should be left to cure in ambient conditions to attain design strength
<p>Working at heights</p>	<ul style="list-style-type: none"> ✓ Heights ✓ Unfit employees ✓ Using hand tools 	<ul style="list-style-type: none"> ✓ Falls ✓ Unfit for the job 	<ul style="list-style-type: none"> ✓ Injuries 	<p>M</p>	<ul style="list-style-type: none"> ✓ Employees to use proper PPE including safety

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<ul style="list-style-type: none"> ✓ Unsecured tools and equipment 	<ul style="list-style-type: none"> ✓ Damaged hand tools ✓ Falling onto employees 			<p>harnesses when working at heights.</p> <ul style="list-style-type: none"> ✓ Inspect all tools prior to use. ✓ Provide training for using safety harnesses correctly. ✓ Employees working at heights must be certified fit to work. ✓ Hand tools must be attached to lanyards when working at heights. ✓ Use tool bags ✓ Use netting system below each level. ✓ No work should be done on the ground when work at heights is in progress. ✓ Proper signage to be displayed.
Installation of PRVs	<ul style="list-style-type: none"> ✓ Water pressure 	<ul style="list-style-type: none"> ✓ No isolation of the live line 	<ul style="list-style-type: none"> ✓ Injuries ✓ Property damages 	M	<ul style="list-style-type: none"> ✓ Ensure that the line is isolated prior to installation and tie in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<ul style="list-style-type: none"> ✓ Steel fixing 	<ul style="list-style-type: none"> ✓ Falling from height ✓ Slip 	<ul style="list-style-type: none"> ✓ Injuries 	L	<ul style="list-style-type: none"> ✓ PPE, including safety boots and goggles must be used
<ul style="list-style-type: none"> ✓ Drilling ✓ Drill pit ✓ Drill sharp metal fibers ✓ High Noise Levels ✓ Cutting Grinder/Disc 	<ul style="list-style-type: none"> ✓ Vibration ✓ Cutting edges ✓ Eye penetration ✓ Finger cuts 	<ul style="list-style-type: none"> ✓ Carpal tunnel syndrome ✓ Cuts/ injuries ✓ Eye irritation / blindness 	M	<ul style="list-style-type: none"> ✓ Rotate drilling tasks to minimize worker exposure to equipment vibration ✓ Provide employees with anti-vibration gloves

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>Cutting and drilling</p>		<ul style="list-style-type: none"> ✓ Exposed to high noise level area ✓ Uncontrolled disc ✓ Electrical equipment failure ✓ Sharp window edges 	<ul style="list-style-type: none"> ✓ Damage to hearing ✓ Injuries to persons operating ✓ Eye injuries 	<ul style="list-style-type: none"> ✓ Use hearing protection when exposed to excessive noise levels (greater than 85 dB over an 8-hour work period) ✓ Assess noise level with sound level meter if possibility exists that level may exceed 85dB ✓ Use right size of a drill to drill different layers of the ground ✓ Assess manual guide carefully to ensure correct usage of portable electrical devices.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Compacting	<ul style="list-style-type: none"> ✓ Compactor ✓ Noise ✓ Dust ✓ Vibration 	<ul style="list-style-type: none"> ✓ In-competent employee using the compactor ✓ Hearing loss ✓ Hand-arm vibration syndrome ✓ Collapsing excavation wall ✓ Inhalation of dust 	<ul style="list-style-type: none"> ✓ Injury to compactor operator or other employees ✓ Injury or fatality ✓ Respiratory problems 	M	<ul style="list-style-type: none"> ✓ Use of ear muffs by compactor operator ✓ Dust mask to be worn by compactor operator ✓ Compactor operator to be declared competent before using the machine
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Traffic management	<ul style="list-style-type: none"> ✓ Moving vehicles and pedestrians ✓ Improperly placed signage 	<ul style="list-style-type: none"> ✓ Road accidents ✓ Personal injuries and fatalities ✓ Property damage 	<ul style="list-style-type: none"> ✓ Fatalities ✓ Property damages 	H	<ul style="list-style-type: none"> ✓ Adhere to traffic management procedures ✓ Ensure good communication between flagmen ✓ Display correct road signage
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<ul style="list-style-type: none"> ✓ Incorrect signage displayed ✓ Poor communication between flagmen 				<ul style="list-style-type: none"> ✓ Employees should wear reflective PPE ✓ Keep area clean & clear of obstacles.
Storage of HCS	<ul style="list-style-type: none"> ✓ Hazardous chemical substance ✓ Improper labelling of chemical containers 	<ul style="list-style-type: none"> ✓ Contact with combustion sources ✓ Accidental consumption of flammable liquids 	<ul style="list-style-type: none"> ✓ Fires ✓ Illnesses 	M	<ul style="list-style-type: none"> ✓ A well-ventilated cage may be used for storage of all the HCS and flammables ✓ HCS supervisor must record all quantities on a register. ✓ Label containers correctly ✓ Display HCS signage

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>Reinstatement of the surface</p>	<ul style="list-style-type: none"> ✓ Inadequate compaction ✓ Construction refuse ✓ Inadequate re-surfacing High ✓ Ground collapse ✓ hydraulic/pneumatic pressures 	<ul style="list-style-type: none"> ✓ Uneven surfaces 	<ul style="list-style-type: none"> ✓ Trip and fall injuries ✓ Personal injuries 	<p style="text-align: center;">L</p> <ul style="list-style-type: none"> ✓ Compaction to specified standard. ✓ Site cleared of debris and refuse. ✓ Re-surface appropriately. ✓ Do not leave gaps in turf or leave uneven surface. ✓ Erect fence around hazardous areas until restored and safe. ✓ Ensure plugs and compressors are installed and secured against movement. ✓ Release air before
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

				<p>removing plugs.</p> <p>✓ Clear area of pipe ends being tested.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Reconnecting house services	✓ High pressure water	✓ High pressured water splashing on employees	✓ Injury	L	<ul style="list-style-type: none"> ✓ Use PPE. ✓ Relieve pressure in system.
Reinstating of tar	✓ Handling tar	✓ Exposure to hazardous chemical substance	✓ Respiratory problems	M	<ul style="list-style-type: none"> ✓ Provide employees with relevant PPE. ✓ Provide MSDS ✓ Where required, Municipal to be requested to do tar reinstatements.
	✓ Hot bitumen	✓ Contact with skin	✓ Skin burns	H	<ul style="list-style-type: none"> ✓ Provide employees with relevant PPE.
Vehicle and pedestrians using public roads including access roads	✓ Traffic due to construction works	<ul style="list-style-type: none"> ✓ Knocking down of pedestrians ✓ Accidents 	<ul style="list-style-type: none"> ✓ Injuries ✓ Death 		<ul style="list-style-type: none"> ✓ Provide temporal signages ✓ Flagmen must be placed

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

					strategically
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

RISK ASSESSMENT MATRIX

Likelihood	Consequences				
	Insignificant (minor problem easily handled by normal day to day processes)	Minor (Some disruption possible e.g., damage equal to R150k)	Moderate (significant time / resources required. E.g., damage equal to R500k)	Major (Operations severely damaged. E.g., damages equal to R1m)	Catastrophic (business survival is at risk. Damage equal to R5m – 10m)
Almost certain (90% chance)	High	High	Extreme	Extreme	Extreme
Likely (between 50-90%)	Moderate	High	High	Extreme	Extreme
Moderate (between 10-50%)	Low	Moderate	High	Extreme	Extreme
Unlikely (between 3-10%)	Low	Low	Moderate	High	Extreme
Rare (<3%)	Low	Low	Moderate	High	High

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

**ANNEXURE 3:
COVID 19 RISK ASSESSMENT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Activity	Hazard	Risk	Consequence	Who may be exposed	Rating	Controls
Coming to site / leaving site	Public transport	Contact with infected public members; Contact with contaminated surfaces;	Spreading / Contracting COVID 19; Fatalities	Contractor's employees,	H	<ul style="list-style-type: none"> ✓ Employer to provide employees with reliable transportation; ✓ Regular disinfection and sanitizing of all vehicles; ✓ Employees to adhere to the social distancing protocol; ✓ Employees to wash their hands regularly (before getting into the car and after exiting) and put on masks. ✓ Ensure proper ventilation in the vehicle by opening the windows

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Entering construction site	Contaminated surfaces	Physical contact with contaminated surfaces	Contracting COVID 19; Fatalities	Contractor's employees, Suppliers, Visitors MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Conduct daily screening through a questionnaire and thermometer to assess the risk of COVID 19 in the workplace ✓ Hand washing for 20 seconds with running water and soap; ✓ Provide employees with clean running water for handwashing. ✓ Regular disinfection and sanitizing of surfaces ✓ Regular awareness on COVID 19 transmission and prevention; ✓ Employees to refrain from touching their faces and wash their hands regularly;
		Physical contact with infected employees	Contracting COVID 19; Fatalities	Contractor's employees, Suppliers, Visitors,	H	<ul style="list-style-type: none"> ✓ Handwashing for 20 seconds with running water and soap; ✓ Regular disinfection and sanitizing of surfaces

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

	Infected employees			MM employees, Consultants		<ul style="list-style-type: none"> ✓ Regular awareness on COVID 19 transmission and prevention;
Entering a construction site	Infected employees	Droplet spread from infected persons	Contracting COVID 19; Fatalities	Contractor's employees, Suppliers, Visitors, MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Regular screening of employees; ✓ Provide employees with face masks; ✓ Employees to refrain from touching their faces and wash their hands regularly; ✓ Teach employees to cough inside their elbow or tissue and wash their hands or sanitize immediately afterwards. ✓ Employees to report to management if they are feeling sick; especially if they have flu-like symptoms, fever or sore throat.
Lunch	Contact with other employees	Contact with source of infection	Spreading / Contracting COVID 19; Fatalities	Contractor's employees, MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Practice social distancing of up to 2m (but not less than 1m) between two people; ✓ Teach employees to cough inside their elbow or tissue and wash their hands or sanitize Immediately afterwards;

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

	Sharing of food	Contact with source of infection	Spreading, Fatalities	Contractor's employees	H	<ul style="list-style-type: none"> ✓ Discourage employees from sharing lunch and having contact with each other;
Meeting attendance	Infected persons	Physical contact with other employees	Contracting COVID 19; Fatalities	Contractor's employees, Suppliers, Visitors, MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Minimise face to face contact by introducing virtual communication such as Skype, Zoom, Teams, etc.; ✓ Avoid handshakes, hugs and sharing food; ✓ Practice social distancing of at least 1m apart. ✓ Employees to report to management if they are feeling sick; especially if they have flu-like symptoms, fever or sore throat.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Droplet spread from infected persons	Contracting COVID 19; Fatalities	Contractor's employees, Suppliers, Visitors, MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Minimise face to face contact by introducing virtual communication such as Zoom, Teams, etc.; ✓ Practice social distancing of at least 1m apart. Teach employees to cough inside their elbow or tissue and wash their hands or sanitize immediately afterwards.
Visitors entering site	Infected visitors; Contact with contaminated surfaces	Droplet spread from infected persons; Physical contact with contaminated surfaces;	Spreading / Contracting COVID 19; Fatalities	Contractor's employees, Suppliers, Visitors, MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Induction of all visitors to ensure that they are aware of the COVID 19. ✓ Screening of visitors through a questionnaire and thermometer to assess the possible prevalence of COVID 19 in the workplace; ✓ Sanitize visitors' hands upon entry, and upon exiting the site camp or construction site.
Working in the office	Limited working space	Contact with infected employees and cough or sneeze droplets	Spreading / Contracting COVID 19; Fatalities	Contractor's employees, Visitors, MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Erect physical barriers between employees sharing an office; ✓ Provide at least 1m distance between workstations; ✓ Teach employees to cough inside their elbow or tissue ✓ Employees to practice proper personal hygiene ✓ Face masks to be provided and worn

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Working outside	Contact with other employees	Contact with infected employees and cough or sneeze droplets	Spreading / Contracting COVID 19; Fatalities	Contractor's employees, MM employees, Consultants	H	<ul style="list-style-type: none"> ✓ Practice social distancing of up to 2m (but not less than 1m) between two people; ✓ Teach employees to cough inside their elbow or tissue and wash their hands or sanitize immediately afterwards; ✓ Provide employees with face masks, clean water and sanitizer;
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						<ul style="list-style-type: none"> ✓ Regular awareness on COVID 19 transmission and prevention; ✓ Employees to refrain from touching their faces and wash their hands regularly; ✓ Teach employees to cough inside their elbow or tissue and wash their hands or sanitize immediately afterwards. ✓ Employees to report to management if they are feeling sick; especially if they have flu-like symptoms, fever or sore throat.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Employee selection	Old age	High susceptibility to COVID 19; Comorbidities such as high blood pressure, diabetes	Fatalities	Old employees		<ul style="list-style-type: none"> ✓ Ensure that all employees are below the age of 60 ✓ Reduce exposure to employees above the age of 50 by allowing them to work from home at least twice a week. ✓ Medical screening of all employees prior to work
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ENVIRONMENTAL MANAGEMENT PLAN AND SPECIFICATION

BID NO: MLM/SCM/66/2024

CONSTRUCTION OF LORRAINE-BELLVILL NKOPETJI ACCESS ROADS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GLOSSARY	
Archaeological Material	Remains resulting from human activities which are in a state of disuse and are in or on land and which are older than 100 years, including artefacts, human and hominoid remains, and artificial features and structures.
Contractor	a person or company engaged by the principal to carry out all or any part of the work involved in the undertaking of the proposed project.
Corrective action	Action taken to correct a detected non-conformity
Cumulative Impact	The impact of an activity that in itself may not be significant, but may become significant when added to existing and reasonably foreseeable impacts eventuating from similar or diverse activities or undertakings in the area.
Direct Impacts	Impacts that are caused directly by the activity and generally occur at the same time and at the place of the activity (e.g. noise generated by blasting operations on the site of the activity). These impacts are usually associated with the construction, operation or maintenance of an activity and are generally obvious and quantifiable.
Environment	Organization which its activity is priggged inside weather, water, land, natural resources, plant group (flora), animal group human including ambient these relations.
Environment size	Element which interact with environment and actions, products or services of organization.
Environment effect	Positive or negative all type of changes which appear by services, product, and action of organization partly or whole in environment.
Environmental Impact	An action or series of actions that have an effect on the environment.
Environmental Impact Assessment	Environmental Impact Assessment (EIA), as defined in the NEMA EIA Regulations and in relation to an application to which basic assessment must be applied, means the process of collecting, organising, analysing, interpreting and communicating information that is relevant to the consideration of that application.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

<p>Environmental Management Programme</p>	<p>A Programme that organizes and co-ordinates mitigation, rehabilitation and monitoring measures in order to guide the planning and implementation of a proposal and its on-going maintenance and operation after implementation.</p>
<p>Environmental management system</p>	<p>A tool that systemizes the way an organization goes about its environmental business and demand yearly improvements on targets set by the company</p>
<p>Environment policy</p>	<p>Organization declaration which was done to explain intentions and principles, about general environment performance and to provide frame for actions, environment aim and objectives.</p>
<p>Indirect Impact</p>	<p>Indirect or induced changes that may occur as a result of the activity (e.g. the reduction of water in a stream that supply water to a reservoir that supply water to the activity). These types of impacts include all the potential impacts that do not manifest immediately when the activity is undertaken or which occur at a different place as a result of the activity.</p>

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Interested and affected Parties	Individuals or groups concerned with or affected by an activity and its consequences. These include the authorities, local communities, investors, work force, consumers, environmental interest groups and the general public.
No-Go alternative	The 'no-go' alternative is the option of not undertaking the proposed activity or any of its alternatives. The 'no-go' alternative also provides the baseline against which the impacts of other alternatives should be compared.
Prevention of pollution:	Is to prevent, to decrease, to control pollution. Again work should be done, other operation dependency should be done, operation should have changes, control mechanism and resources should be used efficiency, including material substitution all type operation and practices should be applied, material or product should be used.
Significant Impact	An impact that by its magnitude, duration, intensity or probability of occurrence may have a notable effect on one or more aspects of the environment.
Sustainable development	Development that meet the needs of the present without compromising the ability of future generations to meet their own needs

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

ACRONYNS	
BAR	Basic Assessment Report
CBA	Critical Biodiversity Area
DAFF	Department of Agriculture, Forestry and Fisheries
DEA	Department of Environmental Affairs
DWS	Department of Water and Sanitation
DE	Design Engineer
EAP	Environmental Assessment Practitioner
ECO	Environment Control Officer
EIA	Environmental Impact Assessment
EMPr	Environmental Management Programme
EMS	Environmental Management System
HSE	Health, Safety and Environment
HSP	Health and Safety Plan
IEM	Integrated Environmental Management
I&APS	Interested and Affected Parties
GNR	General Notice Regulation
NEMA	National Environmental Management Act
OHSA	Occupational Health and Safety Act

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contract No: MLM/SCM/66/2024
Part 3: The contract
Section 4: Site information

MARULENG MUNICIPALITY

BID NO: MLM/SCM/66/2024

CONSTRUCTION OF LORRAINE-BELLVILLE NKOPETJI ACCESS ROADS

C4: SITE INFORMATION

C4.1 LOCALITY PLAN

C4.2 CONSTRUCTION NOTICE BOARD

C4.3 EXISTING SERVICES

C4.4 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS (THE GEOTECHNICAL REPORT WILL BE PROVIDED TO THE SUCCESSFUL BIDDER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.1 LOCALITY PLAN

Refer to Tender Drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract No: MLM/SCM/66/2024

Part 3: The contract

Section 4: Site information

C4.2 CONSTRUCTION NOTICE BOARD

Refer to Tender Drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.3 EXISTING SERVICES

The project areas contain various underground services as listed below but not limited to:

- Water lines
- Stormwater systems
- Electrical lines

The successful bidder will be expected to identify and protect all existing services.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.4 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS

Geotech is attached below,
Contractor to note that full Geotech report will be provided to the successful bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

GOETECHNICAL REPORT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2