



BID DOCUMENT

BID NUMBER: MLM/W/VW/22-26 – SCHEDULE D

**PROJECT NAME: EQUIPPING OF BOREHOLES IN VARIOUS WARDS
(KROMKUIL, GA-MOTLE, RATIEPANE, MOEKA AND SWARTDAM
VILLAGES)**

A Tender for Category 5 CE or higher CIDB Registered Contractors

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal Address of Tenderer:	
Contact Person:	
Tel. No.:	
CIDB CRS Number(s):	
CSD number(s):	MAAA
This tender closes at 12:00 on 08 July 2026 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404	
NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr. P Molautsi or Ms Phenya Telephone: (012) 716 1347 or (012) 716 1414	Prepared by: Aphane Consulting (Pty) Ltd No. 60, 2 nd Avenue Alberton North Alberton 1448 Contact Name: B Matlala: Telephone: 011 907 6700
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EXPANDED PUBLIC WORKS PROGRAMME

In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022	In compliance with the CIDB standards for uniformity
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MORETELE LOCAL MUNICIPALITY

Tender No. MLM/W/VW/22-26

For

**EQUIPPING OF BOREHOLES IN VARIOUS WARDS (KROMKUIL, GA-MOTLE, RATSIEPANE,
MOEKA AND SWARTDAM VILLAGES)**

Tender section of the document : Pages T1 – T61
Contract section of the document : Pages C1 – C138

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Section Number and Heading	Page	Colours
The Tender		
Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
The Contract		
Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	Pink
C1.3	Form of Guarantee	White
C1.4	Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993	White
C1.5	Retention Money Guarantee	White
C1.6	Transfer of Rights	White
Part C2: Pricing Data		
C2.1	Pricing Instructions	Yellow
C2.2	Schedule of Quantities	Yellow
Part C3: Scope of Work		
C3.1	Standard Specifications	Blue
C3.2	Project Specifications	Blue
C3.3	Particular Specifications	Blue
Part C4: Site Information		
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T1: TENDERING PROCEDURES

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Bid documents with detailed bid specifications and detailed information are obtainable at the **Revenue office of Moretele Local Municipality, 4065 B Mathibestad (please check dates as per project)** at 08:00 – 16:00. A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name: Moretele Local Municipality
Bank: ABSA
Cheque account No: 405 331 7014
Branch code: 632005
Ref: Company Name..... BID Number

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked **"BID No AND PROJECT NAME (as per the table above)** must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022 of Specific Goals. Bids will remain valid for 90 days.

Enquiries may be directed to: Ms P Molautsi (012) 716 1309, Mrs M Phenya Tel :(012) 716 1414



Mr S. Ngwenya
MUNICIPAL MANAGER

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
C1.1	The Employer is the Moretele Local Municipality
C1.2	<p>(a) The Tender Documents consist of the following:</p> <p>PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details</p> <p>(b) Drawings</p>

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	<p>(c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) '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 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(e) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer:</p> <p>Name of the Firm: Aphane Consulting (Pty) Ltd Contact Person: Bogoshi Matlala Tel: 011 907 6700 Fax: (011) 869 7434 E-mail: admin@aphane.co.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An Employer may, prior to the award of the tender, cancel a tender if</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.2	Tenderer's obligations
C.2.1	<p>Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A)</p>

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	<p>of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 5 CE or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.</p> <p>Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB;</p> <p>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and</p> <p>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>
C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> a. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; b. the Tenderer does not have the legal capacity to enter into the contract; c. the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; d. The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e. The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;

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	f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.2.4	Confidentiality and Copyright of Documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404. Date: 15 June 2026 at 10:00 Hours Contact Person: Bogoshi Matlala Tel: (011) 907 6700 Fax: (011) 869 7434 Email: admin@aphane.co.za
C.2.8	Insurance Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.9	Pricing the Tender Offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.2.11	Alterations to Documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations (refer to the standard condition of Tender).
C.2.12	Alternative Tender Offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data

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C.2.13.2	Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Tender offers shall be submitted as original only. The 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. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
C.2.13.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p>Title to appear on envelope one (1):</p> <p>"BID NUMBER: EQUIPPING OF BOREHOLES IN VARIOUS WARDS (KROMKUIL, GA-MOTLE, RATSIEPANE, MOEKA AND SWARTDAM VILLAGES)</p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/W/VW/22-26</p>
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed .
C.2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
C.2.14	Information and data to be completed in all respects

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	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive .
C.2.15	<p>Closing time The closing time for submission of Tender Offers is: 12:00 on 08 July 2026</p> <p>The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
C.2.16	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, the Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 I	<p>Inspections, tests, and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
C.2.20	<p>Submit securities, bonds, and policies</p> <p>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.</p>
C.2.23	<p>The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2</p> <p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
C.2.24	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's 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>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
C.2.25	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a. who is in the service of the state; or b. if that person is not a natural person, of which any director, manager, principal shareholder or c. stakeholder is a person in the service of the state; or d. a person who is an advisor or consultant contracted with the Municipality. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a. a member of:- <ol style="list-style-type: none"> 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;

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	<p>d. an employee of any national or provincial department; e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f. a member of the accounting authority of any national or provincial public entity; or g. An employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.3	The Employer's undertakings
C.3.1	<p>Respond to requests from the tenderer The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time</p>
C.3.2	<p>Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.</p>
C.3.5	<p>The time and location for the opening of the tender offers are: Time: 12:00 on 08 July 2026</p> <p>Location / Venue: Revenue Unit at the Finance Department of Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404</p>
C.3.9	
C.3.9.1	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for:</p> <p>a. the gross misplacement of the decimal point in any unit rate; b. omissions made in completing the pricing schedule or bills of quantities; or c. arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</p>
	<p>The arithmetical errors shall be corrected in the following manner:</p> <p>a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c. Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above</p>
C.3.11	<p>Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases.</p>

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C.3.12	<p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p>Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10).</p> <p>Phase Four: Objective criteria and Risk analysis</p>
	<p>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with cidb in the correct grading and class of works as per the tender notice and requirements and the status on cidb must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed) 8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) 9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed) 10. Compulsory Enterprise Questionnaire (Completed and signed) 11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. CIDB regulations and prescripts apply. 13. Resolution to Sign (if applicable) must be completed and furnished with the tender. 14. Attendance of compulsory briefing meeting (where applicable)

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	<p>15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums.</p> <p>16. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by both parties(lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.</p> <p>17. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.</p> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. MBD 1 form 2. The bidder must be registered on the Central Supplier Database (CSD) prior the award. 3. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non completion of the schedule / form will result in a bidder losing preferential points. <p>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p> <ol style="list-style-type: none"> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause Number	Data / Wording																																						
	<p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i>.</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Points on Price</td> <td style="text-align: center;">80</td> </tr> <tr> <td style="text-align: center;">Specified Goals</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula: $A = (1 - \frac{(P - P_m)}{P_m})$</p> <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. <p>The table below must be used to calculate the score out of 20 for Specified Goals</p> <table border="1"> <thead> <tr> <th style="text-align: center;">The specific goals allocated points in terms of this tender</th> <th style="text-align: center;">Number of points allocated (90/10 system) (To be completed by the organ of state)</th> <th style="text-align: center;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th style="text-align: center;">Number of points claimed (90/10 system) (To be completed by the tenderer)</th> <th style="text-align: center;">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td>HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for 51% Women's Equity</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for black person with Disability</td> <td style="text-align: center;">--</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for 51% owned Youth firm</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for Locality (Contractors domiciled in the North West Province)</td> <td style="text-align: center;">--</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">--</td> <td></td> </tr> </tbody> </table>	Criteria	Points	Points on Price	80	Specified Goals	20	Total	100	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership	--	5	--		Points for 51% Women's Equity	--	5	--		Points for black person with Disability	--	2.5	--		Points for 51% owned Youth firm	--	5	--		Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
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[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

Clause Number	Data / Wording				
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."					
	Form not completed or submitted	--	0	--	
<p>NOTE:</p> <p>The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.</p> <p>In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.</p> <p>PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS</p> <p>1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration:</p> <p>When the tenderer has any of the following:</p> <ol style="list-style-type: none"> a. It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners. b. It has completed the project with the Employer after being put on penalties. c. It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); d. It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; e. It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract; f. The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, and a financial risk analysis has been performed to verify whether the costs are reasonable and balanced. g. In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply. <p>2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer.</p> <p>Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.</p>					
C.3.11.9	All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause Number	Data / Wording													
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	<p>considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference. The score for functionality will be calculated using the following formula:</p> $W_Q = W_2 \times \frac{S_o}{M_s}$ <p>Where:</p> <p>W₂ = is the percentage score given for quality and equals 100 S_o = is the maximum possible score for quality allocated to the submission under consideration M_s = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:</p>													
Evaluation Criteria		Scoring System	Maximum Score	Tenderer Score										
1.	<p>The tenderer shall attach evidence of implemented traceable projects.</p> <p>(i) Tenderers to provide appointment letters, and (ii) Correlating completion certificates (iii) Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to "Form I" in T2.2. (iv) Complete project experience. Refer to "Form F" in T2.2.</p> <p>Note: Completed reference forms shall be verified with the employer/client. Failure to submit the signed and stamped reference letter will result in zero points being allocated for the claimed project.</p>													
1.1	Company/ Entity's work experience in Water Reticulation related Projects	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Similar Tender Experience</th> <th style="width: 20%;">30</th> </tr> </thead> <tbody> <tr> <td>Over 5 similar projects</td> <td style="text-align: center;">30</td> </tr> <tr> <td>3 - 5 similar projects</td> <td style="text-align: center;">20</td> </tr> <tr> <td>1 - 2 similar projects</td> <td style="text-align: center;">10</td> </tr> <tr> <td>No attachments</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Similar Tender Experience	30	Over 5 similar projects	30	3 - 5 similar projects	20	1 - 2 similar projects	10	No attachments	0	30%	
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2.	Financial References	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">2.1 Bank Rating</th> <th style="width: 20%;">5</th> </tr> </thead> <tbody> <tr> <td>Bank rating of "A&B"</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	2.1 Bank Rating	5	Bank rating of "A&B"	5	10%							
2.1 Bank Rating	5													
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Employer

Witness 1

Witness 2

Contractor

Witness 1

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	(Demonstrate financial capacity to execute the projects, by attaching a letter from the bank with their rating)	Bank rating of "C"	3	
		Bank rating of "D"	2	
		Bank rating of "E" & below	1	
		Bank Rating Letter not attached	0	
		2.2 Audited Financial Statement	5	
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of various employees occupying the positions below must be stated; certified copies (not older than 3 months) of qualifications must be attached in order to qualify for points.	3.1 Contract Manager	15	30%
		a. BScEng/ BTechEng Civil Eng b. 5-10 years of relevant experience	15	
		a. NDipEng/ NTD Civil Eng b. 5-10 years of relevant experience	10	
		a. Certificate in Civil Engineering and b. 5-10 years relevant experience	5	
		3.2 Site Agent	10	
		a. NQF Level 5 Certificate/ N6 b. 5 years of relevant experience	10	
		a. NQF Level 5 Certificate/ N6 b. 3 years of relevant experience	5	
		3.3 Site Foreman	5	
		a. NQF level 5 b. 5 years of relevant experience	5	
		a. NQF level 3 b. 3 years of relevant experience	3	

Evaluation Criteria	Scoring System	Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	20
		a. TLB, Water Tanker, Tipper Trucks, Roller - own	20
		b. TLB, Water Tanker, Tipper Trucks, Roller – Lease Agreement in place	10
		c. TLB, Water Tanker, Tipper Trucks, Roller – letter of intent to hire – no agreement	5
		No attachments	0

Note: These plants and equipment can be owned or rented. Attach proof of ownership or intention to lease if renting (attach intention to lease letter and proof of ownership for the plants and equipment from the leaser). **Tenderers are to submit ownership proof in the name of the company/ director to claim for full (100%) points or a Lease agreement to claim for half (50%) points.**

Employer

Witness 1

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Witness 1

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Clause Number	Data / Wording		
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TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE		100%	
SPECIFIED GOALS ALLOCATION TABLE	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
		HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / Black ownership	5
	Points for 51% Women's Equity	5	
	Points for black person with Disability	2.5	
	Points for 51% owned Youth firm	5	
	Points for Locality (Contractors domiciled in the North West Province)	2.5	
	Form not completed or submitted	0	
	TOTAL EVALUATION POINTS SCORE FOR SPECIFIED GOALS	20	
C.3.13.1	<p>The legal requirements for acceptance of the tender offer are:</p> <ol style="list-style-type: none"> a. Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. b. Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. c. Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. d. Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ol style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. 		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause Number	Data / Wording
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	The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
C.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1) .

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

A	Certificate of Attendance at Clarification Meeting	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead).....	T25
D	Compulsory Enterprise Questionnaire	T30
E	Plant and Equipment.....	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer)..	T32
G	Proposed Subcontractors.....	T33
H	Key Personnel (Schedule)	T34
I	Evaluation Schedule: Experience on Previous Project References)	T35
J	Deviations and Qualifications	T41
K	Contractor's Health and Safety Declaration.....	T42
L	Tenderer's BEE Verification Certificate.....	T44
M	Schedule of Alternative Tenders	T45
N	Tender's Participation in Job Creation Using Local Labour.....	T46
O	Tenderer's Banking Details and Rating.....	T47
P	Municipal Account for The Business / Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.....	T48
Q	CIDB Registration Certificate	T49
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T50
S	CSD Summary Report (not older than one month).....	T51
T	Letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T52
U	MBD 4: Declaration of Interest.....	T53
V	MBD 5: Declaration for Procurement Above R10 Million (Vat Included)	T56
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	T57
X	MBD 7.2: Contract Form – Rendering Services	T61
Y	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T63
Z	MBD 9: Certificate of Independent Bid Determination.....	T65
AA	Preliminary Construction Programme (and Monthly Cashflow).....	C53

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

T2.3 SUMMARISED DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory) (Mandatory)

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from the landlord with the valid lease agreement.
2. Company registration certificate
3. Valid CIDB Registration confirmation
4. Certified copy or original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by the commissioner of oath (For joint ventures the certificate must be consolidated)
5. Completed and signed Form of Offer and Acceptance
6. Certified ID Copies of Owners/Directors/Shareholders
7. All pages signed, initialled, and completed.
8. CSD summary report
9. Authority for Signatory on company letterhead
10. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
11. Joint venture (JV) agreement if applicable
12. Compulsory Enterprise questionnaires (MBD Forms)
13. Compulsory briefing certificate
14. Letter of intent from a registered financial institution as guarantor in the amount of 10% for surety

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

.....
was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404. (Refer to the Clarification Meeting Venue Plan in Section T1.1)**

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

Particulars of the person attending the meeting:

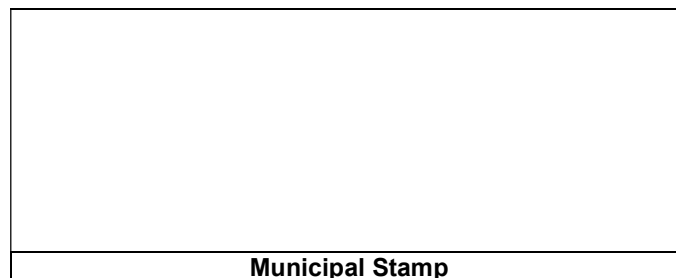
Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Please attach all Addenda to this page

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The Tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

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

Specimen Signature of Sole Owner:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as.....
..... Hereby authorise Mr/Ms
acting in the capacity of, to sign all documents
in connection with the tender for Contract No. and any contract
resulting from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

.....

..

hereby authorise Mr/Ms

.....

acting in the capacity of, to sign all documents in connection with the

tender for Contract No. and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

(IV) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors

of, hereby confirm that by resolution of the Board

(copy attached) taken on
20.....,

Mr/Ms, acting in the capacity
of

....., was authorised to sign all documents
in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No MLM/W/VW/22-26

.....and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

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: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
<i>Enterprise Name</i>			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

E. 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 if my / our tender is accepted.

(a) **Details of major plant and equipment owned by me / us and immediately available for this contract:**

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

H. KEY PERSONNEL

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

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

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. Proof of registration with BScEng or BTechEng,				
Qualified Site Agent or Supervisor with NQF 5 in Civil Eng – Road construction				
Qualified Foreman with NQF 3 in Civil Eng – Road construction				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and experience				
Qualified and experienced Surveyor Technologist or Technician. – road construction				

Attach additional pages if more space is required

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CURRICULUM VITAE OF KEY PERSONNEL

[Curriculum Vitae of key personnel to be attached]

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number (If applicable):	
Name of Employer (Enterprise):	
Current Position:	Number of Years with Enterprise:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Construction Industry:</u>	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

I. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....
 Date:.....

Employer
 Witness 1
 Witness 2
 Contractor
 Witness 1
 Witness 2

CLIENT STAMP

FORM 2. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 2:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Client Contact Person: Telephone:
.....

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....
Date:.....

CLIENT STAMP

FORM 3. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 3:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:
.....

Tender Amount (VAT included)
.....

Name of Project and Description:
.....

Contract Duration:
.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....
 Date:.....

CLIENT STAMP

FORM 4. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 4:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Contract Duration:

.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

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

Client Contact Person: Telephone:

.....

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....

Date:.....

CLIENT STAMP

FORM 5. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 5:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of

Client:.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Name of the Contractor:
.....

Tender Amount (VAT included)
.....

Name of Project and Description:
.....

Contract Duration:
.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....
....

Client Contact Person: Telephone:
.....

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....
Date:.....

CLIENT STAMP

FORM 6. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 6:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....
 Date:.....

 Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHS Act 1993 Construction Regulations 2014, as applicable to this contract.

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SIGNATURE:

DATE:

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

L. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall identify:
 - a. The name and domicilium citandi et executandi of the tenderer.
 - b. The registration and VAT number of the tenderer.
 - c. The dates of granting of the B-BBEE score and the period of validity.
 - d. The expiry date of the verification certificate.
 - e. A unique identification number.
 - f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - i. The B-BBEE status level.
 - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - k. The B-BBEE procurement recognition level.
 - l. The score achieved per B-BBEE element.
 - m. The % black shareholding.
 - n. The % black women shareholding.
 - o. The % black persons with disabilities
 - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

Empty box for Employer signature

Employer

Empty box for Witness 1 signature

Witness 1

Empty box for Witness 2 signature

Witness 2

Empty box for Contractor signature

Contractor

Empty box for Witness 1 signature

Witness 1

Empty box for Witness 2 signature

Witness 2

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

N. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

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

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

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

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

Labour category	Minimum number of jobs to be created	Tenderer's number of jobs to be created
Unskilled labour	10	

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

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

O. TENDERER'S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form N complete the banking details required in (a) to (e) below.

In the event that the tenderer is a joint venture enterprise, details for all the members of the joint venture shall similarly be provided and attached to this Form N.

- (a) Name of account holder:
 - (b) Account number:
 - (c) Bank name:
 - (d) Branch number:
 - (e) Bank rating (include confirmation from bank or financial institution):
 - (f) Bank and branch contact details:
-
-
-
-
-

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

P. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT

Submit the following:

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Q. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my/our tender document will lead to the conclusion that I am/we are not registered with the CIDB and therefore not eligible to tender.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

R. PROOF OF REGISTRATION OF THE BIDDER

- Natural persons - certified copy of ID document/ passport
- Partnership - a copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S. CSD SUMMARY REPORT

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD) valid (not older than one month) on tender closing date must be attached)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T. LETTER OF GOOD STANDING WITH THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

U. 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.

.....

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

3.

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:
.....
.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

V. MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....
.....

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

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

2.2 If yes, provider particulars.

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

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

3.1 If yes, furnish particulars

.....
.....

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4.1 If yes, furnish the particulars

.....
.....

SIGNATURE:

DATE:

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

W. 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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific gals are not claimed.

- 1.6 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / black ownership	--	5	--	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	

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;
 - (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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

X. 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)

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/W/VW/22-26** 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.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. 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).

2. An official order indicating service delivery instructions is forthcoming.
3. 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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Y. 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
------	----------	-----	----

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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:		
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"/>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**MLM/W/VW/22-26
WATER TREATMENT WORKS AT GA-MOTLE AND EQUIPPING OF BOREHOLES IN VARIOUS
VILLAGES (KROMKUIL, GA-MOTLE, RATSIEPANE AND MOEKA)**

.....
...
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

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

I certify, on behalf of:that:
(Name of Tenderer)

I have read and I understand the contents of this Certificate;
 I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
 I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
 Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

- (a) has been requested to submit a tender in response to this tender invitation;
- (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering. In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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 tender invitation relates.

The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such tenderers 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

.....
Full name of Signatory

Capacity of Signatory

**MORETELE LOCAL MUNICIPALITY
EQUIPPING OF BOREHOLES IN VARIOUS WARDS (KROMKUIL, GA-MOTLE, RATIEPANE,
MOEKA AND SWARTDAM VILLAGES)**

TENDER NO: MLM/WS/VW/2022-26 – SCHEDULE D

SCHEDULE 3.3: FORM OF OFFER AND ACCEPTANCE*

See schedule 1.5: completed and signed form of offer and acceptance under returnable documents

SCHEDULE 3.4: CONTRACT DATA

See PART 2 THE CONTRACT

SCHEDULE 3.5 : FORM OF GUARANTEE

See C1.3 of PART 2 THE CONTRACT

SCHEDULE 3.6 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

See C1.1.4 of PART 2 THE CONTRACT

SCHEDULE 3.7 : DAYWORK SCHEDULE

Under Bill of Quantities

SCHEDULE 3.8 : SCHEDULE OF PRICE

Under Bill of Quantities

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



Private Bag X367
MATHIBESTAD
0404

4065B
MATHIBESTAD
0404

Tel.: 012 716 1300
Fax: 012 716 9999

PART 2

THE CONTRACT

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

1 PART C1 AGREEMENT AND CONTRACT DATA

TENDER No. MLM/W/VW/22-26– SCHEDULE D

CIDB Category 5 CE **OR HIGHER**

FOR

MLM/W/VW/22-26– SCHEDULE D: EQUIPPING OF BOREHOLES IN VARIOUS WARDS (KROMKUIL, GAmOTLE, RATIEPANE, MOEKA AND SWARTDAM VILLAGES)

PART C1 AGREEMENT AND CONTRACT DATA

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

C1.1 FORM OF OFFER AND ACCEPTANCE

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

OFFER

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

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

By the representative of the Bidder, deemed to be duly authorised, signing this 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), R

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.

Signature(s) _____

Name(s) _____

Capacity _____

Name and signature of witness

Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ACCEPTANCE

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

- The terms of the contract, are contained in
- Part C1 Agreements and Contract Data, (which includes this Agreement)
 - Part C2 Pricing Data
 - Part C3 Scope of Work
 - Part C4 Site Information

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation **MORETELE LOCAL MUNICIPALITY**

Name of witness _____

Signature of witness _____

Date _____

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness

Date

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

MORETELE LOCAL MUNICIPALITY
(Name and address of organisation)

Name and signature of witness

Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

1.1 C1.2 Contract Data

This document identifies which standard conditions of contract are applicable, and together with contract specific data, establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract

CONTRACT DATA FOR MLM/W/VW/22-26 – EQUIPPING OF BOREHOLES IN VARIOUS WARDS (KROMKUIL, GA-MOTLE, RATIEPANE, MOEKA AND SWARTDAM VILLAGES)

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The *General Conditions of Contract for Construction Works*, Third Edition, 2nd print 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel: 011 805 5947.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause

- 1.1.1.13 The Defects Liability Period is 365 days.
- 1.1.1.14 The time for achieving Practical Completion is 4 months comprising of 3 month Construction Period, (1 month) Mobilisation Period. *(The time for achieving Practical Completion is 4 months) comprising of 3 months Construction Period, 1 Mobilization Period.*
- 1.1.1.15 The name of the Employer is Moretele Local Municipality.
- 1.1.1.35 Mobilisation Period: - Approximately 30 days (1 month)
- 1.1.1.36 Construction Period: 4 months inclusive of one annual builder's holiday.
- 1.2.1.2 The Employer's address for receipt of communications is:

Physical address:
Moretele Local Municipality
4065 B
Mathibestad
0404

Postal address:
Private Bag X367
MATHIBESTAD
0404

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Telephone: 012 716 1300
Fax: 012 716 9999
Website: <http://www.moretele.gov.za>

1.1.1.16 The name of the Employer's Agent is (Aphane Consulting (Pty) Ltd represented by an employee duly authorised thereto in writing.

DRAFT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause

1.2.1.2 The Employer's Agent 's address for receipt of communications is:

Aphane Consulting (Pty) Ltd
Physical address:
No. 60, 2nd Avenue
Alberton North
1448

Postal address:
P.O. Box 19964
Sunward Park
1470

Telephone: 011 907 6700
Email: admin@aphane.co.za

Fax: 011 869 7434

1.1.1.26 The Pricing Strategy is: Re-measurement Contract.

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

- Clause 5.12: Extension of Time for Practical Completion
- Clause 6.3: Variations
- Clause 6.6.3: Expenditure of Contingency Allowance
- Clause 10.1.5: The Employer's Agent shall rule on any claim lodged by the Contractor, but the final approval shall be upon written approval from the Employer in accordance with the standard documentation of processing claims.

5.1.1 and 5.8.1 The non-working days are Sundays.

The special non-working days are:

- 1 Public holidays
- 2 The year end break commencing and ending on dates as specified by SAFCEC.
3. Winter embargo for the construction of seals between 15th May and 30th August

5.3.1 The documentation required before commencement with Works execution are:

Health and Safety Plan (Refer to Clause 4.3)
Initial programme (Refer to Clause 5.6)
Security (Refer to Clause 6.2)
Insurance (Refer to Clause 8.6)
Quality Assurance as per form E1

5.3.2 The time to submit the documentation required before commencement with Works execution is twenty eight (28) days.

5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5.13.1 The penalty for failing to complete the Works or any portion thereof within the abovementioned time limit, plus approved extensions of time or condonation thereof is 1/30 of a % of the contract sum (excluding VAT) per calendar day.

Clause

5.14.1 The requirements for achieving Practical Completion are set out in Part C3: Scope of Works, clause B1210.

5.16.3 The latent defect period is ten (10) years for civil engineering works.

6.8.2 Contract Price Adjustment: Is applicable

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.

The value of "x" is 0.15.

The values of the coefficients are: (project specific)

a =0.25 Labour

b = 0.30 Construction equipment

c =0.35 Material

d = 0.1 Fuel

- (a) 'L' is the 'Labour Index' and shall be the price index for 'Consumer Price Index' for the Province as published in the Statistical News Release, P0141, Table A "Consumer Price Index: Main indices"" of Statistics South Africa.
- (b) 'P' is the 'Construction Equipment' and shall be the Producer Price Index applicable to Plant and Equipment (Total) as published in the Statistical Release P0151.1, Table 4 of Statistics South Africa.
- (c) 'M' is the 'Materials Index' and shall be the Producer Price Index applicable to Civil Engineering Material (Total) as published in the Statistical Release P0151.1, Table 6 of Statistics South Africa.
- (d) 'F' is the 'Fuel Index' and shall be the Producer Price Index for Final manufactured goods - Coal and Petroleum Products - Diesel as published in the Statistical News Release P0142.1, Table 1 of Statistics South Africa."

The base month is **June 2026**. (a month before the closing of advert)

6.8.3 Price adjustments for variations in the cost of special materials are allowed.

6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The percentage advance on Plant not yet supplied to Site is 80%.

6.10.3 Percentage retention is 10%.

The limit of retention money is 10 of the Contract Sum.

8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil.

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.

8.6.1.3 The limit of indemnity for liability insurance is R20 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.

10.5.3 The number of Adjudication Board Members to be appointed is three (3).

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

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

Telephone:

Fax:

E-mail:

Clause

7. The security to be provided by the Contractor shall be:

Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.

6.5.1.2.3 The percentage allowance to cover overhead charges is%.

.....

Employer

.....

Witness 1

.....

Witness 2

.....

Contractor

.....

Witness 1

.....

Witness 2

6.8.3 The variation in cost of special materials is: as per Form B2

DRAFT

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT ARE:

Clause

1.1 Definitions

1.1.1.5 *Delete the clause and replace with the following.*

"Commencement Date" means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect,

The contract shall come into effect when the Employer issues a letter to the Contractor stating that his tender has been accepted / the contract has been awarded to the Contractor, or upon receipt of the signed contract document by the Contractor from the Employer.

1.1.1.35 **'Mobilisation Period'** means the period as stated in the Contract Data, or the period between the Commencement Date and the date that the Contractor starts with the construction of the Works (Commencement of the Works Clause 5.3.3), whichever is the shortest.

1.1.1.36 **'Construction Period'** means the number of days as specified in the Contract Data, within which the Contractor has to complete the construction of the Works as detailed in Part C3."

5.3.3 Time to instruct commencement of the Works

Replace the entire amended Clause 5.3.3 with:

"If the Employer's Agent's instruction to commence carrying out the Works, or to resubmit documentation, is not received by the Contractor within 7 days from the actual date of submission of the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken:

5.3.3.1 In respect of works not requiring a construction work permit to be on the expiry of such 7 days.

5.3.3.2 In respect of works requiring a construction work permit to be on the expiry of the 63 days (2 months) Mobilisation Period, unless otherwise instructed."

5.4.3 Add the following paragraph after the first paragraph:

"If the Employer is prevented from giving possession of the site to the Contractor due to any epidemic or pandemic incident or regulation which will result in the Mobilisation period exceeding the period stated in Clause 1.1.1.35 then the Mobilisation period will be extended by such a period until which the Employer can give the Contractor access to the site."

5.13.1 Penalty for delay

Change the heading of this clause to read "Penalty for delay and other charges" and insert the following as a 1st paragraph to this clause:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

“Penalties and other payments to the Employer shall apply as follows:”

Keep the existing two paragraphs unchanged and add the following paragraph:

DRAFT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause

5.14.1 Practical Completion

Replace the last sentence of the second paragraph:

"Should the Employer's Agent ... on expiry of 14 days."

with the following:

"Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

5.14.2 Issue of Certificate of Practical Completion

Replace "the Employer's Agent" in the second and third lines with the following:

", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"

5.14.4 Certificate of Completion

Replace "the Employer's Agent" in the third line of the first paragraph with:

", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"

1.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace "28 days" in the seventh line with "30 days".

6.10.5 Payment of retention money

Add after the first sentence:

"Half of the retention money shall only be released once the Contractor has rehabilitated all the borrow pits utilised for the project, and the Department of Mineral Resources has issued a letter in which they indicate that they are satisfied with the rehabilitation of the borrow pits."

6.11 Variations exceeding 15 per cent

Replace "15 per cent" in the heading, the marginal heading and in the third line after 6.11.1.3 with "20 per cent".

10.1.5 Employer's Agent's ruling on Contractor's Claim

Add the following to Clause 10.1.5 before the last sentence:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

"If the Employer's Agent does not respond in accordance with the foregoing procedure and timetable, either Party may assume that the claim has been rejected by the Employer's Agent and submit the dispute by issuing a Dispute Notice in terms of Clause 10.3.1."

10.3.1 Dispute Notice
Replace Clause 10.3.1.1 with the following:

"10.3.1.1 The dispute arises from any ruling."

C1.1 Form Agreement in terms of the Mine Health and Safety Act, (Act No. 29 of 1996) as amended by the Mine Health and Safety Amendment Act (Act No. 72 of 1997) and the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002)

THIS AGREEMENT made at on this the day of in the year

between the **MORETELE LOCAL MUNICIPALITY** (hereinafter) called "the

Employer" of the one part, herein represented by in his

capacity as and delegate

of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7

of 1998 and in his capacity as the Contractor and

being duly authorised by virtue of a resolution appended hereto as **ANNEXURE A**.

WHEREAS the Employer is desirous that certain works be constructed, as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act No.29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.
5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.
7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy).

In witness thereof, the parties have set their signature hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

Signature:

NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

Signature:

NAME(Print):

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.1.3 Appointment in Terms of Section 3(1) of the Mine Health and Safety Act (Act No. 29 of 1996) as amended by the Mine Health and Safety Amendment Act (Act No. 72 of 1997)

I, _____ in my capacity as,
having been appointed, in terms of **Section 4(1)** of the Act (as amended), by the
of the DEPARTMENT OF PUBLIC

WORKS AND ROADS, who is the owner of the Mine(s) to be worked under the requirements of the
abovementioned Acts, hereby, in terms of **Section 3(1)** of the Act (as amended), appoint
in his capacity as

_____ of the Contractor,
_____ of address:
_____ and

contact number: _____ to perform all the functions entrusted to the Employer by
Sections 2 and 3 of the Act (as amended) for all the borrow pits on Contract No: ☹ project number and project
description)

SIGNED:

DATE:

WITNESS: 1..... 2.

NAME(Print): 1..... 2.

I, _____, having been appointed in terms of Section 3(1) of the Act (as amended)
to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) hereby accept
the above appointment.

SIGNED:

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

WITNESS: 1.....2.

NAME(Print): 1.....2.

DRAFT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2nd print, 2015.

GUARANTOR DETAILS AND DEFINITIONS

- "Guarantor" means :
- Physical address :
- "Employer" means :
- "Contractor" means :
- "Employer's Agent" means :
- "Works" means :
- "Site" means :
- "Contract" means : The Agreement made in terms of the Form of Offer and Accepted and such amendments or additions to the Contract as may be agreed in writing between the parties.
- "Contract Sum" means : The accepted amount inclusive of tax of R
- Amount in words :
- "Guaranteed Sum" means : The maximum aggregate amount of R.....
- Amount in words :
- "Expiry Date" means : (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum
2. The Guarantor's period of liability shall be from and including the date of issue of this performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:
4. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum Certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the Full outstanding balance upon receipts of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in term 1.
7. Where the Guarantor has made payment in term 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Employer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Signed at.....

Date

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

Capacity

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

Capacity

Witness signatory (1)

Witness signatory (2)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

1.2 **C1.4 CIDB Adjudicator's Appointment**

This document provides the basis by which the parties to contract may appoint an adjudicator

CIDB Adjudicator's Appointment

(For use with the GCC 2015 contract)

This agreement is made on the Day of Between:

..... (Name of company / organisation)

Of

..... (Address) and

..... (Name of company / organisation)

Of

..... (Address)

(The Parties) and (Name of adjudicator)

Of

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

*Delete as necessary

IT IS NOW AGREED as follows:

The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

The Adjudicator shall inform the Parties if he intends to destroy the documents, which have been sent to him in relation to the adjudication, and he shall retain documents for a further period at the request of either Party.

SIGNED by:..... SIGNED by:..... SIGNED by:.....

Name:..... Name:..... Name:.....

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of
 who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of
 the Adjudicator in the presence of

Witness: Witness: Witness:.....

Name:..... Name:..... Name:.....

Address:

 Address:

 Address:

Date:..... Date:..... Date:.....

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.

 Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

*Delete as necessary.

C1.4 Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

THIS AGREEMENT made at on this the day of in the year..... between MORETELE LOCAL MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, (insert project description) viz and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, February 2014);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of the relevant clauses of the General Conditions of Contract (hereinafter referred to as "the GCC"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract.

 Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v) Construction Regulations 2014, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the Employer as pertaining to the Principal Contractor and to all his sub-contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the Employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS:

1.
NAME (Print)

2.
NAME (Print)

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:

WITNESS:

1.
NAME (Print)

2.
NAME (Print)

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2 PART C2: PRICING DATA

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C2 PRICING DATA

A) PRICING INSTRUCTIONS

GENERAL PREAMBLE TO THE BILL OF QUANTITIES

- b) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- c) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
- d) Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
- e) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
- f) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- g) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- h) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- i) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- j) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows
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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewtom-metre
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt

k) For the purpose of this schedule, where applicable, the following words shall have the meanings hereby assigned to them:

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

l) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment SCHEDULE Cnd the Bill of Quantities, the latter shall govern.

m) The Bill of Quantities shall be completed by hand in **BLACK PEN INK**.

Sufficiency of tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exist.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Provided previously

The Contractor shall not re-execute works under this Contract where he has successfully executed works for the Employer under a previous contract(s) that comply with the requirements of this Contract. However, where applicable the Contractor shall:

- a) clearly state this in his qualifications; and
- b) still provide the associated rates and prices in the schedule in the associated line item, but not calculate an associated amount.

Temporary traffic accommodation

The Contractor shall have been deemed to have priced for traffic accommodation in terms of the minimum signage and barricading requirements as per the South African Road Traffic Signs Manual, Chapter 13.

Applicability of payment items

All payment items forming part of this Contract shall not apply to Works completed by the Contractor under this Contract, including where completed Works:

- were not completed to acceptable quality;
- are still within the defects and liability period; or
- were not accepted by the Engineer or his duly authorised representative.

Working outside normal hours

The additional costs, if any, to perform works outside normal working hours shall be deemed to have been allowed for in the provided activity pricing rates and/or prices.

Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Contractor and deemed to have been included in his provided activity rates or prices.

Non-standard plastic pipe lengths

Rates for cutting and joining plastic pipes to suite site condition shall be deemed to have been included in the linear meter rate for the provision and installation of such pipes. In the case of victaulic (or similar approved) joined pipes, the rates for providing and installing additional shouldered-collar fittings shall also be included in the provision and installation of such pipes.

Permits and way-leaves

All associated costs to obtain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included the various scheduled activity rates or prices provided by the Contractor.

Confined space

The Contractor shall note that work activities shall be executed within confined spaces and it shall be deemed that allowance has been made in all provided activity pricing rates and/or prices.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Concrete

Descriptions (prices) of concrete work shall be deemed to include the design of concrete mixes and all testing of concrete and materials other than compressive strength testing of concrete samples from concrete being placed in the works (the Contractor shall only be entitled to payment for those samples and compressive strength tests called for by the Engineer or his duly authorized representative and which pass the test requirements), handling and depositing (by hoisting or lowering) concrete in the forms, working and packing concrete around reinforcement, all "construction joints" other than "designated joints" as defined in SANS 1200G which are given separately, shaping tops of components as required and striking off and curing.

Descriptions (prices) of concrete in surface beds cast in panels shall be deemed to include formwork, fillets and the like in forming the panels.

Formwork

Formwork is measured to the net surfaces of concrete to be supported, except at intersections of beams with beams, columns, walls, etc. and tops of columns with slabs, beams, etc. where no deductions have been made and descriptions (prices) shall be deemed to include use and waste, except where the formwork is of a permanent nature or is to be left in, fitting together to all required shapes, all cutting, intersections, cambering where required, holes for rods, bolts, pipes and the like, propping, maintaining, keeping damp whilst the concrete is being deposited and removing of formwork.

Formwork "left in" and permanent formwork shall be deemed to include leaving in formwork, props, etc.

Descriptions (prices) of formwork to soffits shall be deemed to include propping not exceeding 3.5m high unless otherwise described. Descriptions (prices) of formwork to walls and columns shall be deemed to be not exceeding 3.5m high above bearing level unless otherwise described.

Descriptions (prices) of formwork to soffits of solid slabs shall be deemed to be to slabs not exceeding 300mm thick unless otherwise described.

Smooth formwork

Descriptions (prices) shall be deemed to include for rubbing off all projections at seams etc. after removal of the formwork, making good any defects with 2:1 cement mortar and leaving a smooth surface with all arises slightly rounded, all to the satisfaction of the Engineer or his duly authorized representative.

Reinforcement

Descriptions (prices) for all steel reinforcement to concrete shall be deemed to include cutting and waste, bending, hooked ends, binding at lappings and intersections with annealed wire, all as above described, hoisting or lowering and maintaining in position whilst the concrete is being deposited and cover blocks and spacers in accordance with the relevant SANS Codes of Practice.

Descriptions (prices) of standard fabric reinforcement as included in Table 1 of SANS 1024 shall be deemed to include 300mm wide laps.

The mass of binding wire is not included in the mass of the reinforcement and the cost thereof shall be deemed to be included in the prices for the reinforcement.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Movement joints

Descriptions (*prices*) of movement joints shall be deemed to include formwork.

Cellular concrete

Descriptions (*prices*) for grading shall be deemed to include for striking the bottom layer to falls, the curing and finishing smooth of top layer ready to receive waterproofing. Samples shall be taken from the bottom layer of concrete at the rate of 3 samples for every 10m³ of concrete cast. In no sample shall the density of the concrete vary more than (plus) 80kg/m³. Samples shall be made in standard concrete cube moulds.

Precast concrete

Descriptions (*prices*) of precast concrete shall be deemed to include reinforcement required for manufacturing, handling and erection purposes, steel rod or wire loop hooks and/or mortices for Lewis bolts required for handling and transporting, any necessary temporary propping and strutting, bedding, jointing and pointing.

Plastering and in-situ finishes

Descriptions (*prices*) of plaster and other in-situ finishes shall be deemed to include the necessary preparatory work and working around pipes, balusters, etc. Plastering described as "on walls" is on brick walls or block walls unless otherwise stated and shall include plaster on concrete columns, beams and lintels flush with the face of the wall.

Descriptions (*prices*) of mouldings shall be deemed to include dubbing out where necessary and ends, meters and intersections when the girth of the moulding does not exceed 300 mm.

Testing

The cost of testing of the Works shall be included the various applicable Works items. In particular those:

- clearly intended by or provided for in the specifications.
- involving testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfil.

No additional or separate payment for testing shall be entertained by the Employer.

Return of removed meters and/or fittings

The Engineer or his duly authorised representative shall only approve payment for Works, where the Contractor provides proof that the removed meter and/or fitting has been returned to the area depot.

Where the Contractor fails to return any removed meter and/or fitting to the area depot, on completion of the Works, he shall not be paid for the associated Works.

Payment ONLY for works completed

The Contractor shall note that payment shall only be made for Works activities successfully executed, complying with the quality requirements and provided to the Engineer or his duly authorised representative.

C2.1.4 DAY WORK LIST

C2.1.4.1 General

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Contractors must complete this list, which will be used to assess the value of work that the Engineer instructs in writing to be done on a day work basis, all in agreement with clause 37.2 of the General Conditions of Contract for Construction Works, First Edition, 2004 and coupled Special Conditions of Contract. All the rates are fixed and shall be binding till the issuing of the final certificate, except for statutory increases that are announced from time to time.

Labour Costs

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works, First Edition, 2004 and Special Conditions of Contract. The extra allowance, applicable on Labour costs listed below, is given in the tender appendix and must not be taken into account in this list.

Overtime costs incurred by this contract shall be paid in the same proportion as the amounts actually paid to the employees.

DESCRIPTION	UNIT	RATE
Unskilled labour	Hour	R
Semi-skilled labour	Hour	R
Pipe layer	Hour	R
Ganger	Hour	R
Foreman / Section leader	Hour	R
Brick layer	Hour	R
Plumber	Hour	R

Equipment Costs

Full comprehensive hourly rates, which also include the cost of operators, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools, and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that are applicable on equipment. The Tenderer must list under each heading the make and specification of the equipment available.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.1

2.2 C2.2 Bill of Quantities

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Witness 2

Contractor

Witness 1

Witness 2

Moretele Local Municipality
Tender No. MLM/W/VW/22-26
Equipping of boreholes in various Wards (Kromkuiil, Ga-Motle, Ratiepane, Moeka and Swartdam Villages)

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SUMMARY OF BILL OF QUANTITIES

CALCULATION OF TENDER SUM

SIGNED ON BEHALF OF BIDDER :

DATE :

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PART C3: SCOPE OF WORK

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2.3 C3.1 Project Scope of Works

TENDER No. MLM/W/VW/22-26– SCHEDULE D

CIDB Category 5 CE OR HIGHER

FOR

EQUIPPING OF BOREHOLES IN VARIOUS WARDS (KROMKUIL, GA-MOTLE, RATIEPANE, MOEKA AND SWARTDAM VILLAGES)

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.3.2 PART A: GENERAL (Project specific)

A1 MISCELLANEOUS

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

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Bill of Quantities or the Drawings.

A2 DESCRIPTION OF THE WORKS

(a) Employer's Objectives

The main objective of the Employer is services delivery, job creation and poverty alleviation in line with EQUIPPING OF BOREHOLES IN VARIOUS WARDS (KROMKUIL, GA-MOTLE, RATIEPANE, MOEKA AND SWARTDAM VILLAGES)

Objectives during construction are to provide black empowered economic enterprise contractors with a portion of the work, work opportunities to the local communities, provide training to local and other labourers and to execute and complete the work with a high degree of safety, sensitivity to the environment and quality.

The work entails the following;

Reticulation Pipeleine

- Supply, delivery and installation of pumps for the boreholes and booster pumps and JoJo Tanks
- Supply, deliver and installation of LV cables LCB/Isolators, bare copper earthing, cable ladder roof spaces
- Supply of electricity points by Eskom
- Concrete palisade security fences with 2m width and 2.4m high gates
- Supply and construct a pre-cast concrete pump houses

(b) Overview of the Works

The work entails the supply, delivery and equipping of about 9 boreholes with pumps and pipework and electricity.

(c) Extent of Works

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The major items of work to be carried out under this contract include the following but is not limited to it:

1. General
 - Establishment of camp and plant on site.
 - Discovery, exposing and demarcation of existing services to be protected and/or relocated
 - Setting out of the works
2. Foundations Excavations
 - Excavation mostly by HAND for pipe trenches where feasible.
 - Bedding and backfilling by HAND.
3. Services
 - The relocation of existing services, as directed by the Engineer
 - Protection of existing services.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

(d) Location of the works

This project is located in the North West Province approximately 30 km from Hammanskraal township, within Moretele Local Municipality area, in the jurisdiction of Bojanala District Municipality of North West Province.

The main routes serving the project area are as follows:

- From Pretoria Central, travell along M1 (North), then left on R80, then turn Right to M39, then left to M35 to the project area (Moeka).
- From Ga Ga-Motle (Maphaphela Supermakert), take the second right street, travell approximately 2km, to the project area (Ratsiepane).

The Latitudes and Longitudes locations are shown in Table 1 below and the project locality map is shown below as Figure 1.

Table 1: Geographical Coordinates for Positions of the Villages

Name	Ward	Longitude 'S'	Latitude 'E'
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Ga Motle	9	S 25° 21' 08.32"	E 28° 04' 16.67"
Moeka	25	S 25° 19' 33.83"	E 28° 01' 38.61"
Ratsiepane	26	S 25° 20' 11.83"	E 28° 05' 40.96"
Kromkuil	26	S 25° 23' 11.94"	E 28° 03' 11.94"

(e) **Site of works**

The Site of Works is situated at Kromkuil, Ga-Motle, Moeka, Ratsiepane and Noroki as indicated on the drawings.

(f) **Accommodation of traffic**

Vehicles will be required to be accommodated throughout the project to ensure access to all the different villages alongside the route. It is therefore envisaged that vehicles travelling on the route be accommodated by constructing temporary deviations next to the existing gravel road within the road reserve.

Actual accommodation of traffic proposals to be used on the project shall be submitted timeously for the Engineer's approval. Particular attention shall be given to accesses and intersecting roads.

The Contractor shall be responsible for maintaining the entire length of road reserve, from the date of handing over of the site until the date of issue of the certificate of completion of the Works.

Once the certificate of completion of the Works has been issued the responsibility for normal maintenance of the road (e.g. collection of litter, clearing of drains, repair of road signs damaged by the public, etc.) shall revert back to the Employer. The Contractor shall, however, still be responsible for the contractual maintenance during the Defects Liability Period.

(g) **Existing services**

The following existing services may be encountered within the road reserve:

- Water pipes from farmers crossing through culverts.

Any overhead services crossing the roads, must clear the final road level by at least 6,5m.

(h) **Maintenance works**

The Contractor shall be responsible for maintaining the entire length of road reserve, from the date of handing over of the site until the date of issue of the certificate of completion of the Works.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A3 DRAWINGS

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

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given.

A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

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

The drawings listed hereunder, bound into this document, refer to the work described in this contract.

To be updated

DRAWING NO	DESCRIPTION
AC284B/23/G01	LIST OF DRAWINGS
AC284B/23/LP01	LAYOUT PLAN 3.5 ML RESERVOIR AT GA-MOTLE
AC284B/23/CL01	3.5ML RESERVOIR - GROUND FLOOR SLAB CONCRETE LAYOUT
AC284B/23/CL02	3.5ML RESERVOIR - SUBSURFACE DRAINAGE LAYOUT
AC284B/23/CL03	3.5ML RESERVOIR - SUBSURFACE DRAINAGE SECTIONS AND DETAILS
AC284B/23/CL04	3.5ML RESERVOIR - SUBSURFACE SUMPS CONCRETE DETAILS
AC284B/23/CL05	3.5ML RESERVOIR - ROOF SLAB CONCRETE LAYOUT AND DETAILS
AC284B/23/CL06	3.5ML RESERVOIR - OUTLET SUMP CONCRETE LAYOUT AND DETAILS
AC284B/23/CL07	3.5ML RESERVOIR - CATLADDER AND INLET PIPE LAYOUT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

AC284B/23/CL08	3.5ML RESERVOIR - SECTION THROUGH THE OVERFLOW AND SCOUR
AC284B/23/CL09	3.5ML RESERVOIR - OVERFLOW AND SCOUR LAYOUT PLAN
AC284B/23/SD01	ELEVATED STEEL TANK
AC284B/23/SD02	NAMEBOARD DETAILS

These drawings are for bid purpose only and all design drawings, including detail drawings and standard detail drawings are to be approved by the employer prior to construction.

A4 POWER SUPPLY AND OTHER SERVICES

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

A5 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work in confined areas. Except in the case of structures, no additional payment will be made for work in "restricted areas" In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's Construction Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

A6 CONTRACTOR'S SITE OFFICE AND CAMP SITE

The location of the Contractor's site office and camp site will be subject to the approval of the Engineer.

A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Construction Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer.

A8 WATER FOR CONSTRUCTION PURPOSES

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) 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.
- (b) Failure to maintain road signs, warning flashing 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.
- (c) 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 (SARTSM – Vol 2, Chapter 13).
- (d) The Contractor may not proceed with permanent works before the required offices and laboratories of the Engineer’s site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the Contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

A10 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

A11 MOVING EXISTING SERVICES

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified SABS 1200A and SABS 1200D.

The drawings show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Bill of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

Work required on known services has been tabulated in a services schedule. The schedule must be read in conjunction with the services plans.

All communication by the Contractor with the relevant authorities in connection with services must be directed through the Engineer.

A12 TRAINING

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B1232 of Part B of the Project Specifications.

A13 USE OF LOCAL RESOURCES

A major objective of this Contract is the optimum practical use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B1157 of Part B of the Project Specifications.

A14 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

(a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods.

In respect of those portions of the Works which are not listed in Subclause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

(b) Operations to be executed using labour-optimising construction methods

The following portions of the Works shall be executed using labour-optimising construction methods:

- (i) Removing and grubbing large trees and tree stumps;
- (ii) Backfilling and compacting all excavations;
- (iii) Removing oversize material;
- (iv) Removing existing concrete and masonry work, irrespective of class and type;

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A15 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications

- (i) Part C-Provision of the temporary workforce;
- (ii) Part D-Provision of structured training;

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

(b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A16 COMMUNITY LIAISON AND COMMUNITY RELATIONS

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the Employer's Agent and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer.

The contractor shall, however, accept the appointed as part of his management personnel.

a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- i. To be available on site daily between the hours of 07:00 and 11:00 and at other times as the need arises. His/her normal working day will extend from 07:00 in

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- the morning until 16:30 in the afternoon.
- ii. To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
 - iii. To communicate daily with the contractor and the Employer's Agent to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
 - iv. To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk."
 - v. To attend all meetings in which the community and/or labour are present or are required to be represented.
 - vi. To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
 - vii. To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
 - viii. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
 - ix. To keep a daily written record of his interviews and community liaison.
 - x. To attend monthly site meetings to report on labour and RDP matters.
 - xi. All such other duties as agreed upon between all parties concerned.
 - xii. To submit monthly returns regarding community liaison as illustrated In Part C5.1 of this document (form RDP 12(E)).

b) Payment for the community liaison officer

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

c) Period of employment of the community liaison officer

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

2.3.2.1 A18 EXTENDED PUBLIC WORKS PROGRAMME SPECIFICATIONS (EPWP)

2.3.2.1.1 18.1 Labour-Intensive Competencies of Supervisory and Management Staff

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the

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employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 18.7.1.5 of this section.

2.3.2.1.2 18.2 Employment of Unskilled and Semi-Skilled Workers In Labour-Intensive Works

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

1.1.1 The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

18.3 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

2.3.2.1.3

2.3.2.1.4 18.4 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be: as per SAFSEC rate

2.3.2.1.5

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

18.5 JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 18.5.1.5 below.

18.5.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format).

18.5.1.1. Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

18.5.1.2 Project Work Data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

18.5.1.3 Project Payment Data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

18.5.1.4 Employment Output Data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.

- (c) Number of Full Time Equivalentents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information

18.5.1.5 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

A19 Extension of time due to abnormal rainfall

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below

Employer

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$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

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.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was 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 records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (b) The rainfall records at rainfall station number 10476/339] Johannesburg International Airport for the period January 2000 to December 2009 are reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the

Employer

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Contractor

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Witness 2

Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

- (d) The Contractor's claims in terms of Subclause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly; provided always that

the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and

- (ii) the 28-day period allowed to the Engineer in terms of Subclause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.4.2.6(a) above;

provided always that

- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Subclause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;

- (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly values;

- (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and

Employer

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- (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn,

The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

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

RAINFALL TABLE

If no suitable rainfall records are available, the above formula will not apply.

Y = 10 mm/24 hour day

X = 20 mm

STATISTICAL INFORMATION - 2016: GLENHARVIE KLOOF GOLD MINE ARS 26°23'38"S 27°35'49"E 1693 and Height : 960m)		
Month	RAINFALL	
	Nn = Actual number of days during the calendar months in which a rainfall of more than Y-mm has been received	Rn Average monthly rainfall
January	14	147.2
February	13	88.0
March	7	179.0
April	4	26.0
May	2	108.0
June	2	16.0
July	2	30.6
August	0	0.0
September	1	1.0
October	10	86.0
November	19	229.0

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Moretele Local Municipality
Tender No. MLM/W/VW/22-26
Equipping of boreholes in various Wards (Kromkuiil, Ga-Motle, Ratiepane, Moeka and Swartdam Villages)

December	18	224.00
TOTAL	92	1134.8

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Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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C4. PROJECT SPECIFICATION

PROJECT SPECIFICATION

PORTION 1: THE WORKS

PS 1 GENERAL DESCRIPTION OF WORKS

This contract entails the construction of the following:

- Rising main pipeline from existing boreholes to propose Water Treatment Works and Reservoir

Tenderers must note that certain rates in this tender are fixed and based on prices that the successful Tenderer shall undertake the complete construction of such installations. Tenderers are also to take note of the fact that the bulk of the work is to be executed by means of labour intensive construction (LIC) methods, where feasible. The execution of the work will be done using the two following methods:

- (i) Established contractor to employ people from the communities where the work is to be done.
- (ii) Nominated emerging sub-contractors, which are to be employed and trained by the established contractor with the assistance of an approved training institution.

The tenderers must take note of the fact that it will be expected of the successful Tenderer to enter into a formal agreement with the Nominated Emerging Contractors (NEC) and all local labour to be employed on the project. The established/main contractor (MC) will be responsible for the quantity and progress of the work of the nominated emerging contractors.

The work to be carried out during the contract period may be given as separate tasks. Each task to be undertaken will be issued as a written instruction by the Employer's Agent and will consist of a detail scope of work and relevant drawings for each particular task.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

PS 2 DOCUMENTATION

PS 2.1 The Provisional Bill of Quantities is included in this document and *must be completed and handed in with the tender.*

PS 2.2 The drawings, for tender purposes, listed under part C4.2 are applicable to this contract

PS 2.3 The Tenderer shall check the Bills of Quantities for missing or duplicated pages or drawings and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any particulars or description, or this Bills of Quantities contain any obvious errors, the Tenderer shall notify the Employer’s Agent at once who shall promptly give a written directive. No liability whatsoever will be admitted in respect of errors in any tender due to the abovementioned causes.

No alteration, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities or other documents. Should any such alterations, amendment, note or addition is made, it will not be recognised and the text of the Bills of Quantities or other documents as prepared by the Representative must be adhered to.

PS 2.4 The Tenderer shall examine all documents and shall thoroughly acquaint himself with the nature and extent of the Works and the manner in which they are to be executed as no claim for extra payment in this connection will be entertained.

PS 3 NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE

The Geotechnical report has the results of the e in-situ material for the site.

The water table may be relatively high during the summer months and provision must be made for effective draining of excavations.

It is the Contractor's responsibility to supply and deliver all material that complies with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned, other than the relevant items in the schedule of quantities.

No trial holes were dug along the network layout. Note that the prospective tenderers shall acquaint themselves with the nature of materials on site.

PS 4 DETAILS OF THE CONTRACT

PS 4.1 MAIN CONTRACTS

Work included in this contract involves the scope of work as per paragraph PS1.

The other main components of the work under this contract are:

- a) Establishment of the camp and plant on site.
- b) Setting out of the works.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- c) Site clearance and earthworks.
- d) Provision of all materials, special fittings and accessories as required, to complete the work as prescribed.
- e) Excavation and backfill compacted as specified, of pipe trenches and the removal of all excess material.
- f) Laying, bedding and installation of all pipes and accessories.
- g) Construction of concrete anchor blocks associated with the above.
- h) Construction of valve chambers.
- i) Construction of the pipelines.
- j) Installation of stand connections.
- k) Commissioning of the works.
- l) Maintenance on the works for a twelve-month period.

PS 5 CONSTRUCTION PROGRAM AND METHODS

The construction site is situated in a built-up area; the Contractor shall ensure the least possible disruption of movement of the public during construction.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Employer’s Agent outside the site boundaries. The Contractor himself is responsible for liaison and arrangements with the Local Authority in connection with the finalisation and approval of the construction program.

The Contractor is responsible for liaison and the necessary arrangements with the relevant road authorities in respect of the finalisation and approval of the works programme.

Sufficient photos of existing structures, walls, and areas that have to be crossed must be taken by the Contractor and handed over to the Employer’s Agent before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the Preliminary and General items.

Local labourers must do the trench preparation, bedding, handling, laying and backfilling of pipes and fittings. The contractor is responsible to liaise with the Labour Desk for labourers.

No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract. The CONTRACT has to be completed within the time specified in the “Contract Data” of this document, excluding the builder and public holidays.

PS 6 SITE FACILITIES AVAILABLE

PS 6.1 SOURCES OF WATER SUPPLY, POWER SUPPLY, SANITATION, AND COMMUNICATION

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Water for construction purposes will be for the account of the contractor at the ruling tariff and will be supplied at a suitable point, from where the contractor will be responsible to convey the water to the point of usage. Water for human consumption will from the existing network at the ruling tariff. Electrical power is available from the existing reticulation at ruling tariffs. The Contractor shall make his own arrangement for any water or power he may require. Any extension of time due to delays resulting from these facilities will not be granted.

The Contractor must supply and maintain at his own cost a sufficient number of portable chemical toilets, one of which must be situated at the campsite and the rest in the area of the site.

No waste or sludge must be left uncovered until it is removed. The contractor must operate an efficient solid waste removal system to the satisfaction of the Employer's Agent for the duration of the contract.

The Contractor must make his own arrangement for communication and a telephone service.

PS 6.2 LOCATION OF CAMP AND DEPOT

A site for the Contractor's camp and depot will be pointed out during the site inspection. No trees may be removed and the Contractor must provide his own firewood.

PS 6.3 HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

PS 7 SITE FACILITIES REQUIRED

No housing is required for the Employer's Agent. Other facilities such as an office, telephone, name board, survey equipment, etc. required for The Employer's Agent, are described under the relevant sections.

PS 8 FEATURES REQUIRING SPECIAL ATTENTION

PS 8.1 CONTROL OF WATER

The Contractor is in all respects responsible for the handling of storm water from higher-laying areas, adjacent to the works for the handling of possible sub-surface water and for the handling of spoiled water when disconnecting existing connections or valves. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

PS 8.2 "AS BUILT" DRAWINGS

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Employer's Agent, at no cost.

The completion certificate shall only be issued after the Employer's Agent has received a properly completed set of "AS-BUILT" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

PS8.3 FINISHING AND TIDYING

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Employer's Agent shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

PS 8.4 SURVEY BEACONS

No setting out of the pipeline route was done. All proposed pipelines shall be parallel (at least 2,5 m away) to the existing yard boundaries. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

PS 8.5 CONSTRUCTION MODUS OPERANDI

Labour-based or labour-intensive construction may be defined as the economically efficient employment of as much labour as is technically feasible to produce as high a standard of construction as demanded by the specification and allowed by the funding available.

In other words, projects based on labour-intensive principles aim at devoting the highest feasible proportion of projects costs to unskilled, semi-skilled and skilled labour without jeopardising the technical quality of the product demanded by the specification.

The following regulations must be adhered to so as to ensure that the construction methods used are labour intensive.

- m) The remuneration to local labour for hourly-rated employees and/or daily-based work shall be in accordance with the terms and conditions of Proclamation R1841 of Government Gazette 16833 dated 24 November 1995 or its latest amendment.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- ii) The name, identification number, task performed, and hours worked per day for each labourer shall be recorded by the Contractor. These records shall be submitted to the secretary of the Project Steering Committee on the second working day of each week following the recounted week.

The employment of local labour must be at least **30%**, if at all possible, of the total contract amount. The 30% must be divided as follows:

Percentage of labour	Description
55%	Women
55%	Youth (Above school, but under 36)
2%	Disabled persons

PS 8.6 LOCALLY BASED SUB-CONTRACTORS

Tenderers are encouraged to utilise the services of locally based sub-contractors.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PS 9 TRAINING

PS 9.1 General

A suitably capable Training consultant is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community based labour
- ii) Employer Training – community based contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

This project is a project using community-based labour and community based contractors as far as possible.

The Contractor using the necessary plant and labour as he sees fit shall carry out conventional construction. However, the Contractor may only bring in key staff from outside the area that has the necessary skills not available among the local community. Other than key staff, all other labour must be employed from the local communities. As a guideline, key staff would include general foreman, foreman, site managers, buyers, quantity surveyors, etc.

The Training Consultant will provide the necessary training so that the local labourers will have the necessary skills to carry out this work. In this respect, the contractor and the Training Consultant will have to work closely together to identify what skills are required, how many labourers in each trade are required and when this labour will be required, so that the necessary training can be given timeously.

Typical training that is envisaged at this stage includes shuttering, concrete work, reinforcing, team leaders, etc.

The other part of the Contract is work that will be carried out by community-based contractors.

The Training Consultant will identify persons, with the assistance of the Project Steering Committee, and train these persons to establish small community based contracting firms, who will employ local labour. These firms will tender to carry out this work and successful Tenderers will be appointed by the Contractor as nominated sub-contractors to execute this work.

Typical training that will be given by the Training Consultant is:

- i) Community based contractors
 - Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plants, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning – introducing to planning techniques, pre-tender planning, planning contract activities, contract planning, executing a contract programme.
- Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- ii) Community based labour
Local labour will be taught the following skills:
 - Excavation if possible, bedding, selected backfill and backfill
 - Pipe laying, valves and fittings
 - Valve boxes, manholes, anchor blocks etc.

Again the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. No allowance needs to be made for wages, food or travelling during training.

Training of community-based contractors will take place at a central point. The Provisional Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community-based contractors.

PS 9.2 Construction and Materials Management

This section applies only to work to be carried out by community-based contractors.

The contractor shall provide construction and material management to the community-based contractors. In this respect, each party has the following responsibilities.

- i) Community Based Contractors
 - To tender on the labour-based sub contract work and enter into a contract with the Contractor.
 - To carry out the work according to specification and on time using community-based labour.
 - To liaise and co-operate with the contractor regarding specifications, programme, progress, delivery of material, quality of work etc.
 - To provide wheelbarrows, hand tools, clothing, safety equipment, etc. to enable his labourers to carry out the work. All material (pipes, fittings, valves, etc.) to be provided by the Contractor.
 - To receive material required for the task, store it and provide the necessary security until the material is built into the works.
 - To provide the necessary transport for this labour force.
 - To carry out a task in its entirety until final approval and acceptance. In other words, there will be no split responsibility. For example, a community-based contractor will excavate, provide the bedding, selected backfill, backfill, lay pipes, valves and fittings, build valve boxes, manholes, anchor blocks etc. and test the pipes in conjunction with the Contractor.
 - To pay his labourers. VAT etc. and finalize the final account.
- ii) Contractor
 - In conjunction with the Training Consultant, establish the needs, training and programming of the work.
 - To assist the Training Consultant in drawing up the agreements of association between the Contractor and the community based contractors where applicable.
 - To enter into nominated sub contracts with the community-based contractors.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- To provide the necessary skills transfer and construction management for the community based contractors to successfully complete this work. This includes setting out of the work, quality control over the work, programming of the work, progress, testing and acceptance thereof.
- To provide the necessary materials to execute the work. This includes purchasing the required materials, transporting them to the camp site, storage at the campsite, transporting of materials as required from camp site to the sites of the various community based contractors, handling over of the materials.
- To pay the community-based contractors as the work progresses and the Contractor must make allowance in his Tender for this. Retention monies will be as for this Contract. No sureties will be required from the community-based contractors.
- To measure the work and finalize the final account.
- Complete copies of the emerging contractor's contracts to be given to The Employer's Agent for endorsement prior to the contract being signed.

Candidate selection would be according to the requirements for a particular discipline. A Certificate of Achievement should be awarded to a student who has attained a prescribed level of competency.

A provisional amount for training has been recorded in both sections under the Item "Training", in the Preliminary and General portions in the Schedule of Quantities.

PS 10 APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract and, notwithstanding the provisions of sub clause 2.2 of SANS 1200 A, the editions specified below shall apply:

SANS 1200 A	-	1986	General
SANS 1200 AB	-	1986	Engineers Office
SANS 1200 C	-	1986	Site Clearance
SANS 1200 DA	-	1988	Earthworks (Small Works)
SANS 1200 DB	-	1989	Earthworks (Pipe Trenches)
SANS 1200 DK	-	1996	Gabions and Pitching
SANS 1200 DM	-	1981	Earthworks (Roads, Subgrade)
SANS 1200 G	-	1982	Concrete (Structural)
SANS 1200 GA	-	1982	Concrete (Small Works)
SANS 1200 L	-	1983	Medium pressure pipe lines
SANS 1200 LB	-	1983	Bedding (Pipes)
SANS 1200 LD	-	1982	Waters
SANS 1200 LE	-	1982	Stormwater drainage
SANS 1200 LF	-	1983	Erf Connections (Water)
SANS 1200 M	-	1996	Roads (Genera)
SANS 1200 ME	-	1981	Subbase
SANS 1200 MF	-	1981	Base

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SANS 1200 MJ	-	1984	Segmental Paving
SANS 1200 MK	-	1983	Kerbing and Channelling

PS 12 PARTICULAR SPECIFICATION

- PSVC : Fencing
- PSPME : Mechanical & Electrical Projects Specifications

The newest additions of above specifications up to and including the month of this tender will prevail.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 A: GENERAL

PS A 3 MATERIALS

PS A 3.1 QUALITY

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

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Employer's Agent and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Employer's Agent of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer.

All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

PS A 4 PLANT

PS A 4.2 Contractor's Offices, Stores and Resources

Add the following to A 4.2:

No housing is available for the contractor's employees and the contractor must make his own arrangements for accommodation and transport of his employees.

PS A 4.3 Hand Tools

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The contractor shall provide and maintain all hand tools required for the execution of the Works.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS A 5 CONSTRUCTION

PS A 5.1 SURVEY

PS A 5.1.1 Setting out of the Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from the layouts given to him. The proposed network pipes must be placed 2,0m away from the erf boundaries in the road reserve. Any discrepancy shall immediately be reported in writing to the Employer's Agent. Any costs or subsequent costs arising from discrepancies, which had not been reported to The Employer's Agent, shall be the sole responsibility of the Contractor.

The exact position of the network pipes shall be determined on site in conjunction with the Employer's Agent and must be approved before construction of the specific section starts.

The Employer's Agent may alter any part of the works to suit local conditions. The Contractor must therefore contact the Employer's Agent immediately after the preliminary setting out of any part of the works before starting with detail setting out, or construction. Only after the Employer's Agent has approved a specific site or part of the works, may the detail setting out and construction commence.

PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following to A 5.2:

The crossing of existing tar and dirt roads must be done in half widths, while the total traffic is accommodated on the other lane.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Employer's Agent before construction commences.

PSA 7 TESTING

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS A 8 MEASUREMENT AND PAYMENT

PS A 8.2 PAYMENT

PS A 8.3 Fixed-Charge and Value-Related Items

PSA 8.3.1 Contractual Requirements..... Unit: Sum

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB..

The tendered amounts for fixed-charge and value-related items will not be increased, if extension of time for the completion of the works is awarded.

PS A 8.3.2 Establishment of Facilities on the Site

PS A 8.3.2.1 Facilities for EMPLOYER'S AGENT

- a) Furnished office (No) Unit: Sum
- b) Nameboards (2 No.) Unit: Sum

PS A 8.3.2.2 Facilities for Contractor

- (a) Offices, workshop and storage sheds Unit: Sum
- d) Living accommodation Unit: Sum
- e) Ablution and latrine facilities Unit: Sum
- g) Access Unit: Sum

PS A 8.3.3 Other Fixed-Charge Obligations..... Unit: Sum

This item as listed under SCHEDULE D of the bill of quantities is as specified in the standardised specification SANS 1200 A.

PS A 8.3.4 Removal of Site Establishment..... Unit: Sum

The sum shall cover the cost of the demolition on and the removal from the surface of the site of all items established in terms of 8.3.2 and 8.3.3, and shall provide for the making good and the restoring of the Site to the satisfaction of the Employer's Agent.

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PS A B.8.3.5 OCCUPATIONAL HEALTH AND SAFETY

PS A B.8.3.5.1 Contractor’s initial obligations in respect of the Occupation Health and Safety Act and Contractual Regulations..... Unit: Sum

The full amount will be paid on the scheduled rate on condition that:

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointment of Employees and sub- contractors
- (c) The client has approved the contractor’s Health and safety plan
- (d) The contractor has set up his Health and safety File and Safety Plan.
- (e) The Contractor has appointed a Health and Safety officer.

The provincial sum shall represent full compensation for that part of the contractor’s general obligations in terms of Occupational Health and Safety Act and the Construction Regulation which are mainly a function of time. The sum for the supply of all safety equipment, safety clothing, first aid kit, etc. in order to adhere to the Occupational, Health and Safety Act specifications. The Contractor must familiarise himself with the conditions as per Occupational, Health and Safety Act and adhere thereto. The rate shall cover the Contractor’s overheads, changes, and profit on payments for the Service Provider. Contractor to note that this item covers the costs for the preparation and submission of Health and Safety plan and file.

Payment shall be as specified for item 1.3 in the standard specifications

PS A B.8.3.5.2 Occupational, Health and Safety Act..... Unit: Sum

Handling cost in respect of sub-item 8.3.5. A percentage of the payment made to the Occupational health and safety act will be paid to the Contractor under this section. The rate shall cover the Contractor’s overheads, changes, and profit on payments for the Occupational health and safety act.

(a) Provision for safety officer

The Contractor should appoint the safety officer who will be full time responsible for all safety issuers on site, and he or she should be full time on site.

The tendered rates include the full compensation for that part of the provision of safety officer in terms of the Occupational Health and Safety Act and the construction regulation which are mainly a function of time. Payment shall be made monthly.

- (a) Handling cost in respect of sub-item 8.3.5.2 (a). A percentage of the payment made to the Safety Officer will be paid to the Contractor. The rate shall cover the Contractor’s overheads, changes, and profit on payments for the Safety Officer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS A B.8.3.5.3 Contractor’s time related obligation in respect of the OH&S Act and Construction Regulation

The tendered lump sum shall represent full compensation for that part of the contractor’s general obligations in terms of Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The lump sum will be paid monthly only after payment for item 1.3.3 and item 1.1.5 has been made Payment of the lump sum shall be made monthly (calculated by the division of the lump sum by the number of months remaining).

PS A 8.2.2 Time-Related Items

The tendered amount for a time-related item will be increased; if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

PS A 8.4 SCHEDULED TIME RELATED ITEMS

PS A 8.4.2.1 Facilities for Engineer

- a) Furnished offices Unit: Sum
- b) Telephone for Employer’s Agent’s representative..... Unit: Prov. Sum

PSA 8.4.2.2 Facilities for Contractor Unit: Sum

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB. Establishment of Facilities on the Site Facilities for EMPLOYER’S AGENT

PSA 8.4.3 Supervision for Duration of Construction Unit: Sum

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works, and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section foremen (where applicable), site

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff. Plant (designated plant or plant for designated operations or plant for use during Supervision for Duration of Construction

PSA 8.4.4 Company and Head Office Overhead Cost's for the Duration of the Contract.... Unit: Sum

The sum shall cover the Contractor's company and head office overhead costs.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS A 8.5 SUMS STATED PROVISIONALLY BY EMPLOYER’S AGENT

PS A 8.5(a)1 Community Liaison Officer.....Unit : P/Sum

The Contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed.

PSA 8.5 (a) 2 PSC Meetings Attendance.....Unit: P/Sum

The tendered rate shall cover the compensation of all members of Project Steering Committee for attending meetings. The amount of payment and payment dates will be determined on the commencement date of the project. The Employer’s Agent should authorise payment before it is made. Proof of payment has to be submitted to Employer’s Agent before claim can be certified.

PS A 8.5(a)3 Overheads, charges and profit on (1) above Unit: %

Handling cost and profit in respect of sub-item 8.5(a)1& 1. A percentage of the payment made to the Community Liaison Officer and PSC Meeting attendance will be paid to the contractor. The rate shall cover the Contractor’s overheads, charges, and profit on payments for the Community Liaison Officer and PSC members. No payment will be made under this item before payment to the Community Liaison Officer and PSC members.

PS A 8.5(b) 1 Training.....Unit: Sum

Provisional sum for training services supplied by the Training Company. The name and contact details of the Training Company, to be appointed by the Contractor, will be supplied to the Contractor by the Employer or Employer’s Agent.

PS A 8.5(b) 2 Overheads, changes and profit on (1) above.....Unit: %

Handling cost and profit in respect of sub-item 8.5(b)1. A percentage of the payment made to the Training Company will be paid to the Contractor. The rate shall cover the Contractor’s overheads, changes, and profit on payments for the Training Company. No payment will be made under this item before any payment is made to the Training Company.

PS C 8.5 EXISTING SERVICES

The services parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Employer’s Agent and repaired where it was damaged. When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

PS A 8.5(c) 2 Overheads, changes and profit on (1) above.....Unit : %

Handling cost in respect of sub-item 8.5(c)1. A percentage of the payment made to the Service Provider will be paid to the Contractor. The rate shall cover the contractor's overheads, changes, and profit on payments for the Service Provider.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS A 8.7 DAYWORK

Replace A 8.7 with the following:

Daywork will be paid according to the percentage allowance method. For calculating the total remuneration The General Conditions of CONTRACT for Construction Works, Third Edition, 2015 shall apply, with the amendments as in the appropriate special conditions of contract, which is bound into this document. A daywork schedule will be provided for filling in the necessary information.

A 8.8 TEMPORARY WORKS

PS A 8.8.2 Accommodation Of Traffic.....Unit: Sum

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 AB: EMPLOYER'S AGENT'S OFFICE

PS AB 3 MATERIALS

PS AB 3.1 NAME BOARDS

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "Consulting Engineers of South Africa".

PS AB 3.2 OFFICE BUILDING

Replace AB 3.2 with the following:

Prior to commencing with work, the contractor shall provide and furnish for the use of The Employer's Agent's representative and his staff one office (3.0 x 4.5m Wendy House Type with veranda) in an approved position. The Employer's Agent will indicate the position. All plans shall be submitted to The Employer's Agent for approval, before the commencement of erection.

The office with a minimum floor area of 13.50m² (the smaller dimension at least 3.0m) with a ceiling height of minimum 2.1m, shall also have one toilet apart from the office building for the exclusive use of the Employer's Agent representative.

The office shall be provided with lined walls and boarded ceilings and floor and suitable door with secure locks. The office shall be ventilated, weather proof and waterproof and shall have windows with an area to at least 20% of the floor area. The office shall be insulated to provide comfortable working conditions.

Internal furnishings shall include:

- One desk (1,5m long x 1,0m wide x 0,9m high) with lockable drawers with keys
- One drawing table
- Eight desk chairs
- One table (2,0m long x 1,0m wide x 0,9m high) with smooth top.

PS AB 4 PLANT

PS AB 4.1 TELEPHONE AND FAX

Replace AB 4.1 with the following:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Contractor shall supply the Employer's Agent with a cellular telephone service for the exclusive use of the Employer's Agent and Employer's Agent Representative for official purposes for the duration of the contract.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS AB 5 CONSTRUCTION

PS AB 5.1 NAME BOARDS

Add the following to AB 5.1:

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Employer's Agent. Any damage to these boards shall be repaired within seven days of a written instruction issued by the Employer's Agent. No payment shall be made in terms of the contract prior to the erection of the name boards.

The Contractor will be permitted to erect a maximum of two of his own name boards, in positions approved by the Employer's Agent. The Employer's Agent reserves the right to order the removal of these boards if they are not kept in good repair.

PS AB 5.5 SURVEY ASSISTANTS

Substitute "two or more suitably educated survey labourers" in the first sentence of PS 5.5 with "two semi-skilled labourers."

PS AB 5.6 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Employer's Agent whenever needed:

- a) one tachometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- b) one automatic level plus tripod;
- c) two tachometer staffs and one level staff, all graduated metrically;
- d) one 5m and one 100 m tape measure; and
- e) diverse surveyors necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Employer's Agent's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage, and he shall indemnify the Employer's Agent and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS AB 8 MEASUREMENT AND PAYMENT

PS AB 8.2 PAYMENT

PS AB 8.2.2(a) Office buildings Unit: Sum

The rate shall cover all time-related costs pertaining to the office building as prescribed in PS AB 3.2.

PS AB 8.2.2(b) Telephone and fax Unit: Sum

The rate shall cover all time-related costs pertaining to the telephone and fax as prescribed in PS AB 4.1.

PS AB 8.2.2(c) Name boards (2 off) Unit: Sum

The rate shall cover all time-related costs pertaining to the name board/s as prescribed in PS AB 5.1.

PS AB 8.2.2(d) Survey assistance and equipment Unit: Sum

The rate shall cover all time-related costs pertaining to the survey assistants and equipment as prescribed in PS AB 5.6.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PROJECT SPECIFICATION

**PORTION 2: VARIATIONS AND ADDITIONS TO
STANDARDISED SPECIFICATIONS**

SANS 1200 C: SITE CLEARANCE

PS C 3 MATERIAL

PS C 3.1 DISPOSAL OF MATERIAL

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing shall be disposed of at the site indicated at the site inspection. If such a site is indicated at tender stage, the cost of transporting material and debris will be included under 8.2.1.

Loading and off-loading should be done by hand and the contractor must price accordingly under item 8.2.1.

PS C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Employer's Agent, clearing and grubbing are limited to a 2,5m wide strip along the pipe route. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Employer's Agent.

The Contractor may proceed with clearing and grubbing after the handing over of the site.

PS C 5.2 CUTTING OF TREES

PS C 5.2.3 Preservation of Trees

PS C 5.2.3.2 Individual trees

Add the following to C 5.2.3.2:

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Employer's Agent.

A penalty of **R15 000, 00** per tree for trees damaged and/or removed will be charged.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PSC 5.3 EXISTING FENCING

The fencing parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Employer’s Agent and repaired where it was damaged. When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS C 8 MEASUREMENT AND PAYMENT

PS C 8.2 SCHEDULED ITEMS

PS C 8.2.1 Clear and grub (1.0m wide) Unit: m

The removal of all rocks and boulders on site over 0,15 m³ will be paid under sub clause D 8.3.2(b).
The removal of hard rock other than boulders will be paid under sub clause PS DB 8.3.2(b).

PSC 8.2.2 Remove and grub large trees and tree stumps of girth

- a) over 1 m and up to and including 2 m Unit: No
- b) over 2 m and up to and including 3 m Unit: No

The girth of a tree or stump will be measured at the narrowest point of the tree or stump in the first metre of its height above ground level. Trees and stumps of girth exceeding 1 m will be measured individually and classified according to site in increments of 1 m as indicated above.

The rate shall cover the cost of clearing and grubbing trees and stumps of all sizes, cutting branches, backfilling holes, and removing, transporting, and disposing of all such trees, stumps, and branches and associated material.

PSC 8.2.3 Remove and grub all trees and tree stumps regardless of girth Unit: No

In exceptional circumstances, where construction is carried out through plantations or where the quantity of trees or girth exceeding 1 m renders individual measurement impracticable the project specification may provide that the clearing and grubbing of trees be measured in hectares. If this method of measurement is used the areas to which it is applicable will be defined clearly on the drawings and the reason for adopting the method of measurement will be stated in the project specification.

The rate shall cover the cost of all operations specified in .8...2.2.

PSC 8.2.5 Take down existing fence..... Unit: m

The rate shall cover the cost of taking down the fences, coiling wire, sorting and stacking all material at sites indicated by the Employer’s Agent and the cost of loading, transporting and offloading such material.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 SCOPE

This specification covers earthworks for trenches for all types and sizes of pipes. It covers excavation, the preparation of a trench bottom, backfilling and the reinstatement of surfaces.

PS DB 3 MATERIALS

PS DB 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PS DB 3.1.1 Method of Classifying

Substitute DB 3.1.1 and DB 3.1.2(a), (b) and (c) with the following:

The Employer's Agent shall classify excavated materials as Soft Class and Rock will be measured individually as extra-over items.

TABLE 1 : CLASSIFICATION OF MATERIALS

CLASSIFICATION	DESCRIPTION
Soft	All material other than rock
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Employer's Agent, the Employer's Agent shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Employer's Agent on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Employer's Agent of the presence of what he considers to be rock immediately upon discovery thereof. The Employer's Agent will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Employer's Agent may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

In the event that the Employer's Agent decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS DB 3.5 BACKFILL MATERIALS

- a) Substitute "from trenches" in DB 3.5(a) with "from trenches and street excavations".

Add the following to DB 3.5(b):

- c) Road crossings, access to services, farms and camps and any section that fall within the road reserve shall be classified as areas subject to loads from road traffic and must be compacted accordingly to the top of the trench (natural ground level).

PS DB 3.7 SELECTION OF MATERIAL FOR REPAIR WORK

If the excavation of a pipeline damages an existing road surface, the Contractor must stockpile material from the top 200mm of such a road surface in order to reuse it as sub base for the repairing of the road crossing.

If necessary gravel material that is suitable for the preparation of road surfaces must be imported.

The Contractor must make provision in his tariffs for compaction in road reserves for the selection of excavated material as specified above.

PS DB 4 PLANT

PS DB 4.1 EXCAVATION EQUIPMENT

Add the following to DB 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment.

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

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PS DB 5.1.1.1 Water in Trenches

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Water in pipe trenches may cause movement of the pipes as a result of flotation and backfilling must therefore be executed as quickly as possible. If movement of the pipes does occur the contractor must, unless otherwise instructed by The Employer's Agent, remove the pipes from the trench and reinstall it at his own expense.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS DB 5.4 EXCAVATION

Add the following to DB 5.4:

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

PS DB 5.5 TRENCH BOTTOM

Substitute "90 %" in the second paragraph of DB 5.5 with "93 %".

PS DB 5.5.1 Over Excavation of Trenches

Where pipe trenches are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm uncompacted thickness and must be compacted to the thickness of the adjoining in-situ material or as prescribed by the Employer’s Agent.

PS DB 5.6 BACKFILLING

PS DB 5.6.1 General

Backfilling in road reserves must be compacted in 100mm layers up to natural ground level.

Where prescribed by the Employer’s Agent all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

PS DB 5.6.3 Disposal of Soft Excavation Material

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site and should be levelled.

PS DB 5.7 COMPACTION

PS DB 5.7.2 Areas Subject To Traffic Loads

Add the following to DB 5.7.2:

All pipe trenches within road crossings, accesses to services, farms and camps that fall within the road reserve, will be regarded as areas subject to traffic loads. Backfilling of trenches that are subject to traffic loads will be executed in layers of 100mm as follows:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Item	% mod AASHTO	Final Layer Thickness
Approved Backfill	93%	200mm
Main Backfill up to road layers	96%	200mm
Sub-base	97%	200mm
Base	98%	175mm

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS DB 5.9 REINSTATEMENT OF SURFACE

PS DB 5.9.2 Private Property and Commonage

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction, and replanted after backfilling.

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.2 COMPUTATION OF QUANTITIES

PS DB 8.2.4 Shoring

Add the following to DB 8.2.4:

Shoring will only be measured and paid for, if the Employer's Agent gives written approval before it is installed.

PSDB 8.3.2 Excavation

(a) Excavation in all material for trenches, backfill, compact and dispose of surplus material..... Unit (m)

Item will be provided for various pipe diameters in steps not greater than those specified in 5.2 and various depths in increments of 1.0 m measured to the bottom of the bedding layer (see Drawing DB 2, DB 3, and DB 4). Where measured volumetrically in terms of 8.1.2 (a), the volume of excavation will be computed in accordance with 8.2.2 and 8.2.3

The rate shall cover the cost of the same operation in heading where the Contractor elects to use such a method of excavation. The volume or length will be measured for payment on the assumption that normal trench excavation has been carried out. The volume or length in the undisturbed prism of material between the top of the tunnel and ground level will be classified as soft excavation in terms of 3.1. No additional payment will be made for such headings and no deductions will be made for reduced excavation quantities.

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

- 1. Intermediate excavation Unit: m³
- 2. Hard rock excavation..... Unit: m³
- 3. Hand excavation and backfill where ordered by the Employer's Agent.... Unit: m³

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. Soil Crete backfilling where directed by the Employer's Agent Unit: m³

Separate items will not be provided for depth increment, volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the intermediate or hard rock excavation, as the case may be, either to the bottom of the same material or to the bottom of the trench as specified in (a) above, whichever is the lesser (see Drawing DB 5)

The rates shall cover the additional cost of the excavation and hauling of the more difficult material of unsuitable material.

c) Excavate and dispose of unsuitable material from trench bottom (provisional). Unit: m³

The volume will be computed from the trench width determined in accordance with 8.2.3 and the additional depth ordered.

The rate shall cover the cost of the excavation of the additional depth in any material, the disposal of the unsuitable material as specified for soft: excavation in 5.6.3 within freehaul distance and the backfilling of the additional depth with suitable material from the side of the trench.

PSDB 8.3.3 EXCAVATION ANCILLARIES

PSDB 8.3.3.1 Make up deficiency in backfill material

- a) from other necessary excavations on site Unit: m³
- b) by importation from-designated borrow pits Unit: m³
- c) by importation from commercial or off-site sources selected by the Contractor Unit: m³

Items (b) and (c) above will not be measured for payment unless importation has been ordered in writing. The volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the backfill to the top of the bedding as shown on Drawing DB-1 or the actual depth of backfill used to make up the deficiency or the depth of additional excavation ordered in terms of 8.3.2(c), as applicable.

The rate for material from other necessary excavations on site shall cover the cost of selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's method of working, and the disposal of the material that is replaced, all within freehaul distance.

The rate for material from designated borrow pits shall cover the cost of royalties, if applicable, excavation and selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within freehaul distance.

The rate for material from commercial or off-site sources selected by the Contractor shall cover the cost of the acquisition of the material (including royalties, if applicable), the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

as a result of the importation, all within freehaul distance (see Subclause 5.2.5.1 of SANS 1200 D or Subclause 5.2.6.1 of SANS 1200 DA, as applicable).

PSDB8.3.3.2 Opening up and closing down of designated borrow pitUnit: Sum

This item will only be scheduled when a new borrow pit has to be established or when access to an existing borrow pit has to be established.

With the exception of the cost of the removal and spreading back of the topsoil (if scheduled), the sum shall cover the cost of opening up and of restoring the Site as specified in Subclause 5.2.2.2 of SANS 1200 D or Subclause 5.2.2(f) of SANS 1200 DA, as applicable.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PSDB 8.3.5 Existing Services

Existing Services-that Intersect or Adjoin a Pipe Trench (see Sub-clauses 5.1.2 and 8.3.8 of SANS 1200 D or Sub-clauses 5.1.3 and 8.3.5 of SANS 1200 DA, as applicable.) (See Subclauses 5.1.2 as applicable.)

- (i) Services that intersect a trench (angles between centre-lines in plan of 45-90°)..unit (No)
Except where water pipes are to be recovered, existing water pipes, Waters, stormwater pipes, concrete-lined channels and drains, box culverts, electric cables, ducts, kerbs, channels, erf connections and various sizes of pipes and services that intersect a trench of specified width and require various degrees of care, whether or not their presence is known before they are uncovered, will be measured separately. The unit refers to one service, but services that are so grouped that they can be contained within a horizontal dimension of 200 mm measured at right angles to the axis of the services will be measured as one unit.
- (b) Services that adjoin a trench (parallel to or at an angle between centre-lines in plan of less than 45°) Unit No)

In a case where a trench of specified width

1 runs parallel to or at an angle (in plan) of less than 45° to an existing service, and is such that the nearer side of the bottom of the trench lies at least partly between a vertical plane and a plane that lies at an angle of 45° below the horizontal, both planes passing through the axis of the service, the length of service within the minimum base width of the trench, determined in accordance with 5.2, will be measured for payment under this item and the remaining length, the side of the trench which, in the opinion of the Employer's Agent, is rendered liable to collapse because of the existence of such service, will be measured for shoring (see 8.3.4(a)).

The rate for an item scheduled in terms of (a) and (b) above shall cover the additional cost of:

- i) care in excavation necessitated by the presence of such service in or across the trench;
- ii) protecting and maintaining such service in operation by means of temporary supports or shoring, as necessary;
- iii) delays and disruption of the progress of the work due to the existence of the service¹ and
- iv) repairs necessitated by damage caused by the Contractor.

PS DB 8.3.6 Finishing

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

Replace DB 8.3.6.1 with the following:

- a) Gravel Unit: m²

The area will be calculated from the length of finished road or paved surfaces as applicable and with the trench width taken as 0,8m. Payment for finishing will be additional to that for excavation covered by 8.3.2.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The rate shall cover the cost, selective excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material), and subsequently of reinstating and compaction and shall include the cost of delays and the cost of any risk of having to repair damage as specified in DB 5.10. Compaction to be according to PS DB 5.7.2

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 GA: CONCRETE (SMALL WORKS)

PSG1 SCOPE

This specification covers the requirements for concrete (plain and reinforced) for small works associated with pipelines, roads, railways, pump stations, etc. It covers the basic materials, the plant and formwork required, the quality, manufacture, and curing of concrete, tolerances in workmanship, testing, and the methods by which the finished structure is to be measured for the purposes of payment

PSGA 3 MATERIAL

PSGA 3.2.1 Applicable Specifications

Add the following to G 3.2.1:

Portland cement that conforms to SANS 471

PSGA 3.2.2 Storage of Cement

Add the following to G 3.2.2:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than 6 (six) weeks. All cement so stored for a longer period than 6 (six) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

PSGA 4 PLANT

PSGA 4.4 Formwork

PSGA 4.3.3 Ties

Add the following to G 4.4.3:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

No ties will be allowed in vertical walls and permanent metal ties shall have a minimum concrete cover of 40 mm. Tie holes shall be filled with an approved non-shrink epoxy grout.

PSGA 5 CONSTRUCTION

PSGA 5.1 REINFORCEMENT

PSGA 5.1.3 Cover

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall be not less than 40 mm.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PSGA 5.2 FORMWORK

PSGA 5.2.1 Classification of Finishes

Add the following to G 5.2.1:

The following surface conditions are required in the various portions of the finished concrete:

(a) **Rough**

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

(b) **Smooth**

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed edges unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

PSGA 5.4 CONCRETE

PSGA 5.4.1 Quality

PSGA 5.4.1.2 Consistency

Add the following to sub clause G 5.5.1.2(a):

The slump of concrete used in water retaining structures may not be less than 30mm and not more than 60mm.

PSGA 5.4.1.5 Strength concrete

Add the following to G 5.4.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

- | | |
|--|--------------|
| (a) Blinding layers and encasing of pipes | 20 MPa/19 mm |
| (b) Benching | 20 MPa/19 mm |
| (c) Screeds | 20 MPa/10 mm |
| (d) Reinforced concrete structures | 25 MPa/19 mm |
| (e) Reinforced retaining concrete structures | 30 MPa/19mm |

PSGA 5.4.1.7 Durability

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increasing the cement content.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PSGA 5.4.8 Concrete Surfaces

Add the following to GA 5.4.8.1:
Concrete surfaces under screeds, granolithic finishes or benching shall be brought up to a plane, uniform surface with a suitable screed board.

PSGA 5.4.11 Construction Joints

The use of construction joints must be minimised and may only be placed as shown on the drawings or at positions as approved by the Employer's Agent.

At all construction joints in walls a PVC water stop without a centre bulb must be placed as shown on the drawings.

Alternative materials with similar properties may be proposed but may only be installed after approval of the Employer's Agent.

PSGA 5.5.10.4 Wood-floated finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in G 5.5.10.1 and after the concrete has hardened sufficiently; it shall be floated to a uniform surface free from trowel marks. The screed surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

PSGA 5.5.10.5 Steel-floated finish

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screed surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

PSGA 8 Measurements and Payment

PSGA 8.1.1 Formwork

Formwork, other than formwork covered by 8.1.1.2 and 8.1.4, will be measured as the net area of the face of the concrete to be supported during the deposition of concrete . No deduction will be made for fillets and splays of size up to 50 mm x 50 mm or for openings of diameter up to 0,7 m or of area up to 0.5 m².

Formwork in continuous lengths of narrow widths and of fillets or splays over 20 mm x 20 mm will be measured by length, the width or range of widths being stated in the schedule.
Boxing-out, the forming of holes, and other such operations will be measured by number, basic dimensions, perimeters, or drawing references, as stated in the schedule.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The unit rate shall cover the cost of all parts of formwork in contact with the concrete, and the necessary bearers, struts, and other supports, plus the labour and plant necessary to erect and strike such formwork.

PSGA 8.1.2 Reinforcement

Steel for normal reinforced concrete will be measured net by mass of all bars, including supporting steel detailed on the reinforcing schedules. The mass will be computed from the nominal bar size and nominal mass per unit length. No allowance will be made for cutting, waste, spacer devices (materials other than steel bars) , or binding wire.

Steel reinforcement for precast concrete units will not be measured unless so scheduled (see 8.6).

Welded mesh will be measured by area as shown on the drawings, No allowance being made for cutting, waste, laps, or deductions for end cover. The areas measured will be those of the concrete floor or slab being reinforced by means of mesh. In the case of continuous unit partly reinforced by mesh, the area will be computed from the outside dimensions of the area covered by mesh regardless of whether or not additional reinforcing steel is present in the same area.

Steel off cuts resulting from the cutting and bending of reinforcement in accordance with the bending schedules shall be deemed to be the property of the Contractor.

PSGA 8.1.3 Concrete

- a) Concrete will be measured net to the dimensions shown on the drawings or to the dimensions cast, whichever are the smaller. Structural elements that are undersized will be measured for payment only if they are accepted by the Employer's Agent
- b) No allowance will be made for concrete required to make up overbreak in soft excavation, but payment will be made for additional concrete or formwork, or both, ordered in writing by the Employer's Agent to replace unsuitable material or overbreak in hard rock or in intermediate excavation (see (d) below).

The unit rates shall cover the cost of the provision of concrete (made with ordinary portland cement unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking of for levelling as applicable, and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDIZED SPECIFICATIONS

SANS 1200 H: STRUCTURAL STEELWORK

PSH1 SCOPE

This specification covers the execution of work entailed in structural steelwork generally for buildings and other structures. It covers the basic materials, the quality, manufacture, tolerances in workmanship, testing and the methods by which the finished structure is to be measured for the purposes of the payment.

PSH 3 MATERIAL

PSH 3. 6 Bolts, nuts and washers

All site connections are to be bolted unless otherwise specified. The *Contractor* is to supply all bolts including chemical anchors used as holding down bolts. Site bolts are to be suitably bagged and labelled. Bolt grades are to be as follows, unless specifically noted on the drawings:

Structural Connections : Grade 8.8 M20 with 22 mm
diameter holes

Hand railing, Stair Tread Connections : Grade 4.8 M16 with 18 mm
diameter holes

HSFG Connections : Grade 8.8S M24 tightened by
the "turn-of- the-nut method".

PSH 5 CONSTRUCTION

PSH 5. 1 Drawings and shop details

PSH 5. 1. 1 Design drawings

The *Employers Agent's* drawings will include a general arrangement of the proposed structure indicating all structural member sizes and special connections. For standard types of connections, specific design loadings will be indicated and shall be sufficiently comprehensive to allow the detailing of these connections. If no specific loadings are supplied, it should be assumed that:

- For cross-bracing members, the connection shall be designed to carry the full tension capacity of the member, unless otherwise noted.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- For compression bracing members, the connection shall be designed to carry the compression capacity of the member taking cognisance of the effective length of the member, unless otherwise noted.

To assist the Fabrication *Contractor* in the preparation of shop fabrication details, the *Employers Agent* can provide an electronic copy of the drawings in AutoCAD 2007 format. Electronic drawings are issued in good faith, and it is the responsibility of the *Contractor* to ensure they are not in conflict with the issued hard copy drawings (which take preference). No claims in this respect will be entertained.

PSH 5. 1. 2 Contractor provides shop details

The *Contractor* is responsible for producing all shop drawings for the project. Connections shall be designed per the following:

- No eccentricities in connections are permitted unless shown on the *Employers Agent's* drawings, or as requested by the *Contractor* and approved by the *Employers Agent* in writing. Should approval be given for eccentric connections, the *Contractor* is to design these connections to resist the secondary effects of these eccentricities.
- For angle connections, bolts are to be placed on the standard back mark position, which is to correspond with the centreline shown on the *Employers Agent's* drawing.
- The *Contractor* must ensure that suitably qualified and experienced technical staff are employed to undertake the design and draughting of connections.
- The *Contractor* shall ensure that details that are likely to initiate corrosion are avoided.

The *Contractor* shall, at his own expense, prepare and submit one copy of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules to the *Employers Agent* for review by the *Employers Agent*, and fabrication of such work shall not be performed by the *Contractor* until such acceptance has been confirmed.

Unless otherwise agreed with the *Employers Agent*, shop drawings shall be complete in every respect, prepared to show all details of fabrication and erection of all components and assemblies. All shop drawings must be submitted with issue slips, clearly stating the drawing number and revision of each shop drawing.

The *Employers Agent* will generally only review member sizes regarding the general arrangement and correct implementation of the design on the detail drawings. Responsibility for design and dimensional accuracy of connections not fully detailed on the *Employers Agent's* drawings remains the responsibility of the *Contractor*. Acceptance by the *Employers Agent* relates to conceptual adequacy, and does not absolve the *Contractor* of his obligations and responsibilities in this regard. The *Employers Agent* will retain a copy of the drawing and it will be returned to the *Contractor* within 7 working days with the *Employers Agent's* comments or acceptance. Shop details must be accepted in writing by the *Employers Agent* prior to the commencement of fabrication.

PSH 5. 4 Setting out

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Concrete work to support the steelwork shall be constructed by the main structure *Contractor*. The structural steel *Contractor* shall, before commencing erection check all holding down bolts for deviation from line and level and report in writing to the *Employers Agent* any deviations which fall outside the tolerances specified. Commencement of erection shall infer acceptance of the holding down bolts and concrete work as constructed or remedied.

The *Contractor* shall agree with the main structure *Contractor* the proposed method of fixing the holding down bolts.

PSH 5. 5 Erection

PSH 5. 5. 1 Procedure

The *Contractor* shall submit for the *Employers Agent's* review a method statement describing the proposed erection procedure.

PSH 5. 6 Grouting of supports

PSH 5. 6. 2 Bedding- of Stanchions in Foundation Pockets.

Chemical anchor bolts for fixing steelwork to concrete elements shall be installed in accordance with the manufacturer's recommendations for hole diameter, depth of embedment and tightening torque.

PSH 6 TOLERANCES

PSH 6. 1 General

PSH 6. 1. 1 Verification of dimensions

Where modifications or extensions are made to existing structures, all relevant dimensions are to be checked on site before commencing fabrication drawings or fabrication.

PSH 7 TESTING

PSH 7. 1 Test certificates

The *Contractor* shall supply manufacturer's test certificates pertaining to the steel to be used to the *Employers Agent* on a regular basis.

PSH 7. 3 Inspection and testing of welds

Additional Sub clause

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Non-destructive testing of welds is required to be performed per AWS D1.1 by suitably qualified and competent personnel. All test procedures techniques and acceptance criteria are to be as specified in ASW D1.1. The following are specifically required by the *Employers Agent* as a minimum:

- Visual Inspection welds : All
- Dye Penetrant Tests welds : 10% of all
- Magnetic Particle Tests plate welds : 10% of all base
- UT or X-Ray Tests permitted by the *Employers Agent* : 10% of the length of all butt welds and all site welds if

Welds not satisfying the acceptance criteria are to be repaired accordingly at the *Contractor's* account.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PROJECT SPECIFICATIONS
PORTION 2: VARIATIONS AND
ADDITIONS TO STANDARDIZED
SPECIFICATIONS

SANS 1200 HC: CORROSION PROTECTION OF STRUCTURAL STEELWORK

PSHC1 SCOPE

This specification covers the execution of work entailed in the corrosion protection of structural steel. It covers the basic materials, the quality, manufacture, tolerances in workmanship, testing and the methods by which the finished structure is to be measured for the purposes of the payment.

PSHC 3 MATERIAL

PSHC 3. 1 Packaging

Where a manufacturer's product is specified, generic alternatives shall not be used without the *Employers Agent's* prior written approval.

PSHC 5 CONSTRUCTION (EXECUTION OF WORK)

PSHC 5. 4 Preparation for Coating

PSHC 5. 4. 1 General

Preparation of the steelwork and application of the coating system shall take place at an approved location.

PSHC 5. 4. 2 Removal of Contaminants

After fabrication, but prior to any form of preparation, all steelwork shall be washed down and cleaned to remove grease and other contaminants.

PSHC 5. 4. 3 Methods of Preparation

PSHC 5. 4. 3. 1 Abrasive Blast Cleaning

The required standard of blast cleaning, measured in terms of Swedish Standard SIS 05 59 00, is specified with the coating system.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PSHC 5.6 Cleaning of Surfaces about to be Coated

Within four hours of preparation, the substrate shall be cleaned of all dust and the first coat of the coating system shall be applied.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PSHC 5.7 Coating Systems

Tables of Coatings:

PREPARATION OF STEELWORK	METHOD :	SANS 064
	STANDARD :	ISO 8501-1:1998 - Sa 2½
COAT	PAINT TYPE	DFT
Primer	Inorganic Zinc Silicate with minimum 85% zinc in the dry film	75-100 µm
Intermediate	Recoat able MIO Epoxy	75-150 µm
Finish	Water borne Acrylic	40-70 µm

All coating systems are to be applied in strict accordance with the manufacturer's instructions. Equivalent products from other manufacturers of the same generic types may be used with written approval of the *Employers Agent*.

PSHC 5.8 Application of Paint Coatings

After erection, repair any damage and apply the finishing coats specified in the coating system.

The method of coating application shall be strictly in accordance with the manufacturer's recommendations. There shall be a colour contrast between successive coats.

All bolts, nuts and washers shall be primed and painted as specified for the steelwork.

No painting on site shall be carried out in inclement weather or when humidity or frost is liable to cause wet or damp conditions on the surfaces to be painted.

PSHC 5.9 Application of Metal Coatings

Hot dip galvanising shall comply with the requirements of SANS

763. All bolts, nuts and washers shall be hot dip galvanised.

Flame cutting and welding of galvanised members will not be permitted.

Holes may be drilled through galvanised members only with the *Employers Agent's* written approval in each case, and the exposed steel shall be made good as specified in Sub clause PSHC.2.6.2.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**PSHC 5. 10 Repair of Damaged
Coatings**

All items of steelwork shall be examined on site, before and after erection, for damage to coatings. Damaged areas shall be repaired in accordance with Clause 5.10.

Where approved site cutting or welding are required, the area for a distance of about 50 mm on either side of the cut shall be cleaned of all coatings, the cutting or welding carried out, the weld de-slugged, all flux and weld spatter removed, the steelwork ground down to "white metal" and coated as specified above.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 LD: WATERS

PSLD 1 SCOPE

This specification covers general construction requirements for sewage systems including connecting Waters, manholes and the like, but excluding sewer rising mains, pump stations, treatment works and ancillary works.

PSLD 3 MATERIAL

PSLD 3.1 PIPES, FITTING AND PIPE JOINTS

Replace clause LD 3.1 with the following:

All sewer pipes and fittings will be unplasticized polyvinylchloride (uPVC) solid wall (PVC-U), shall comply with SANS 791 and stiffness Class 34. The pipes shall be fitted with approved spigot and socket joint with rubber seal rings. It is recommended that all uPVC products are stored out of the sun and should be backfilled as soon as practical possible after been laid.

General

All pipes and fittings shall bear the SANS mark, manufacturer name, grade, type or Class and any other markings that might be required. Should different manufacturer's supply the same type of pipe for a Contract, the products of only one manufacturer or supplier may be used in one section between two manholes.

Records of different and same products must be kept by the Contractor as part of Quality Control, and must be submitted to the Engineer as part of the as-built drawings. Pipes shall be supplied in standard lengths and the method of cutting the pipes must be agreed between the contractor and the Engineer.

House connections

House connections will be constructed according as shown and specified on the Drawings.

Testing of Waters

The sewer network will be visually tested and air tested. The visual test will be conducted by means of handheld mirrors of a section (between manhole to manhole) before and after backfill of the section of pipe. Sewer pipelines will be air tested in sections (between manhole to

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

manhole). The section will be isolated by means of suitable plugs. Should house connections, cleaning eyes and stop ends form part of the section being tested, they shall be tested together with the section.

The sewer network will be air tested twice. The first time is when the section of pipe have been installed and visually inspected. The second time is for sections where no house connections are connected/installed then after the pipe blanket and 300 mm above it has been completed, the air test will be conducted. For sections with house connections, the second time of air test will be when all backfill over the main line and house connections have been completed, the air test will be conducted.

If such air test for a section fails, the Contractor may, if he so wishes, apply the water test entirely on his own expense whether such water test is successful or not.

Air Test

The Air test- apparatus and method, of the sewer line sections will be done in accordance with the *Clause 7.2.1*

Water test

The water test of the sewer line sections will be done in accordance with the *Clause 7.2.2*.

Camera Inspection

Waters shall be inspected by means of Closed Circuit Television (CCTV) Camera on the completion of the backfill and manhole construction. The inspection shall be conducted by inspecting the sewer section pipe with a CCTV camera equipped with inclinometers so that a pipeline profile can be produced. The Contractor shall provide the Engineer with a written report, a pipeline profile as well as an electronic report of the pipeline in (.pdb format). Any sewer pipeline not meeting the tolerances shall be made good by the Contractor, at his own expense, with methods approved by the Engineer.

The tolerances have the following limits;

Plan : maximum deviation is 25mm

Invert level \pm 5mm

PSLD 3.2

MANHOLES, CHAMBRs, ETC

Replace Clause LD 3.5 with the following:

All new sewer manholes will be constructed with precast concrete manhole rings and slabs, and shall comply with the relevant requirements of SANS 1294 and will be manufactured

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

from dolomitic aggregate. The joints between cylindrical sections will be of the interlocking self-centering type. This joint must be watertight as per drawings. The sewer manhole sizes to be used in this contract are 1250 mm diameter for depths up to 3m, 1500 mm diameter for depths deeper than 3 m and the 1800 mm diameter for the bulk connection.

In situ concrete

In situ concrete used in the construction of the manholes and related structures shall conform to the relevant requirements. Only dolomitic aggregates must be used. The dolomitic sand, however, may be blended with up to a maximum of 40 % by mass of an approved pit sand.

Granolithic concrete

Granolithic concrete shall consist of 1 part CEM I strength class 32,5N cement complying with SANS 50197-1, 1 part dolomitic sand and 2 parts of coarse dolomitic aggregate with a minimal size of 4.75 mm.

Mortar

Mortar for the bedding of prefabricated roof slabs and spacer slabs shall consist of 1 part of cement and 6 parts of blended dolomitic sand. All mortar shall be prepared using CEM I strength class 32,5N cement complying with SANS 50197-1, unless otherwise specified and shall be used within 30 minutes of being prepared.

Manhole covers and frames

Concrete covers and frames are proposed for all manhole structures, it must approved by the Divisional Head: Water and Sanitation and as indicated on the standard drawings. For the roadways and carriage ways similar concrete pre-cast covers and frames to conform to categorized as per SANS 50124: 1994 Edition 1.

For footways, pedestrian areas and comparable areas similar concrete pre-cast covers and frames to conform to categorized as per SANS 50124: 1994: Edition 1. The use of cast-iron or ductile iron manhole covers and frames, which are a high theft risk, are not encouraged. Non-metallic manhole covers meeting the above specification such as Polyester Resin are acceptable.

Step irons

All step iron types shall be calcamite (or similar approved) at 300 mm centre to centre.

Test

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

All manholes shall, on completion and before backfilling be tested by the Contractor for water tightness by completing filling the manholes up with water up to the underside of the manhole cover frame after pipes leading from the manhole/s have been closed off for the test.

The manhole shall be allowed to stand for 1 hour to allow for absorption to take place. After which the water shall be topped up if necessary. After top up the water level is not allowed to drop more than 20 mm in one hour. The Contractor shall be responsible for the disposal of the water used for testing, disposal method must be approved by the Engineer.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PROJECT SPECIFICATION

**PORTION 2: VARIATIONS AND ADDITIONS TO
STANDARDISED SPECIFICATIONS**

SANS 1200 VC: FENCING

PSVC 1 SCOPE

This specification covers the erection of a new 2.4m high fence with 1 x motor gate 2.4 x 2.4m.

PSVC 4.2 SECURITY FENCING

Add this item to cover the erection of a new 2.4m high fence

PSVC 4.2.1 Material

(a) Straining posts, stays, standards and droppers

Straining posts, stays, standards and droppers shall be of the type and size indicated on the drawings. Steel sections shall be comply with the requirements of CKS 82 and timber posts with the requirements of SANS 457, Timber posts shall treated with a preservative in accordance with the requirement of subclause 5402 (b)(i) Droppers shall be 0.56 kg/m ridgeback pattern droppers Tubular staining shall be posts and stays shall be galvanized in accordance with SANS 763 for class B1 articles, or shall be painted as specified in section 8400 as may be required on the drawings, and shall have a wall thickness of at least 2.95 mm. Unless otherwise shown on the drawing on the drawing, all tubular posts shall be provided with a 230 mm x 230 mm footplate and a pressed steel or cast-iron cap. Tubular stays shall have a nominal bore of at least 60 mm. Rolled steel section shall be provided with a protective coating of tar or other approved material.

(b) Bolts for stays

Bolts shall be galvanized steel bolts of the required length and a diameter which shall not be less than 12 mm. All the necessary bolts, nuts and washers, shall be supplied with each post.

B 5507 Erecting fence wire

All fence wire shall be tied to the sides of standards or posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully tensioned without sagging and true to line, care being exercised not to tension the wire to such an extent that it will break, or that end, corner, straining or gate posts will be pulled out or that it will be easily damaged during veld fires.

Each strand of fencing wire shall be securely tied in the correct position hard \up to each standard with soft galvanized tying wire. The tying wire for each strand shall pass through a hole or notch in the standard, while the ends of the tying wire shall be wound at least four times around the fencing wire to prevent it from moving in

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

a vertical direction

B 5513 GENERAL REQUIREMENTS

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set. The height of the lower fencing wire above the ground at posts and standards shall not deviate by more than 25 mm from that shown on the drawings. Other fencing wires shall not deviate by more than 10 mm from their prescribed vertical positions.

B 5514 MEASUREMENT AND PAYMENT

Item	Unit
55.01 Cleaning the fence line 2 m wide strip.....	m(m)

The removal of trees and stumps with a girth exceeding 1 m shall be paid as specified in section 1700

B 55.02 Supply and erect new fencing material for new fence and for supplementing material in existing fences which are being repaired or removed:

- (a) Zinc-coating barbed wire 3 mild steel grade, double stand 2.5 mm diameter unidirectional twist (SANS 675).....m (m)

- (b) Zinc-coating smooth wire 2.24mm diameter. high tensile fencing wire (SANS 675).....m (m)

The unit of measurement shall be erected as specified in the drawings completely drilled with steel cap and base plate and painted. The price shall also include full compensation for the excavation of 300mm x 300mm x 800mm deep holes and the backfill with concrete.

Gate

Single motor gate (2.4 x 2.4 mm)Unit (No.)

The unit of measurement shall be the number of new gate erected. The two wings of the double gates shall be considered as one gate. The tendered rate shall include full compensation for the procurement and supply of all material including gates, gate posts, hinges, bolts, mesh, binding wire, concrete, etc., as well as the erection of the gates as specified and indicated on the drawings.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 PME: MECHANICAL & ELECTRICAL PROJECT SPECIFICATIONS

PS PME 1 PUMPS

PS PME 1.1 SCOPE

This section covers the following electrically driven pumps with all accessories as specified:

- a) 167kw, 1480 per minute motors pump.

PS PME 5.2 ELECTRICAL SUPPLY AND EARTH CONNECTION

The supply to the existing main switchboard is 3-phase 400/230 V at 50 Hz.

The contractor shall install a circuit breaker in the main switchboard, rated for the required power supply to the new switch, as well as a power cable from the main switchboard to the new switchboard.

Once connected, the Contractor must ensure that the supply in terms of voltage and earthing is in order before switching power onto his equipment. Claims for damage arising from non-compliance will not be accepted.

PS PME 5.4 GENERAL ELECTRIC INSTALLATIONS

PS PME 5.4.1 Cables

Tenderers must allow for the supply and installation of all necessary cables of appropriate size to all the electrical equipment specified in accordance with Clause PMA 4.9 in this document.

Cables must be installed in lengths of surface mounted galvanised conduit to prevent them from sagging, or on cable trays.

ELECTRICAL EQUIPMENT

QUALITY SPECIFICATION

PS PME 4.1 GENERAL

This specification covers the general items of equipment for electrical installations. All materials and installation of such materials shall comply with the following:

1. The latest edition of the "Code of Practice for Wiring of Premises" SANS 10142-1 by the SA Bureau of Standards.
2. The Occupational Health and Safety Act (Act 85 of 1993).

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3. The Local Supply Authority's Regulations and Fire Insurance Regulations.

2.3.3 4. Any special conditions implied in this specification.

2.3.4

2.3.5 PART C: PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

2.3.5.1 C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

2.3.5.2 C 02 INTERPRETATIONS

2.3.5.2.1 C 02.01 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

2.3.5.2.2 C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) **"Key Personnel"** means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) **"Project Committee"** means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) **"Subcontractor"** means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

- (d) **"Worker"** for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) **"Workforce"** means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) **"Liaison Officer"** means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

2.3.5.2.3C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

2.3.5.3 C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

2.3.5.4 C 04 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

2.3.5.5 C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.3.5.6 C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

2.3.5.7 C 07 RECRUITMENT AND SELECTION PROCEDURES

- C 07.01** The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.
- C 07.02** The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).
- C 07.03** The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.
- C 07.04** The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:
 - (a) Name, address, age and sex
 - (b) Marital status and number of dependants
 - (c) Qualifications and previous work experience (whether substantiated or not)
 - (d) Period since last economically active
 - (e) Preference for type of work or task.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C 07.05 The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless-
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

C 07.06 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

C 07.07 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C 07.08 The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

2.3.5.8 C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 08.02 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in Part A – General Clause A17.2.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.3.5.9 C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

- C 09.01** The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.
- C 09.02** The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.
- C 09.03** In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.
- C 09.04** In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Subclauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

2.3.5.10 C 10 THE SUBCONTRACTORS' WORKFORCES

- C 10.01** The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.
- C 10.02** The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

2.3.5.11 C 11 PROJECT LIAISON OFFICER (PLO)

The Contractor or his appointed agent will appoint a Project Liaison Officer (PLO) after consultation with the local communities, the Engineer and the Employer. The Contractor shall direct all his liaison

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

efforts with the local communities through the appointed officer. The Contractor shall, however, accept the appointed as part of his management personnel.

2.3.5.11.1 C 11.01 Duties of the Project Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:00 and 18:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 18:00 in the afternoon.
- (ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison in a format prescribed by the Engineer.

2.3.5.11.2 C 11.02 Payment for the project liaison officer

A special pay item is incorporated in 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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

required and not necessarily for the full duration of the contract. The remuneration of the PLO shall be determined jointly by the Contractor, Engineer and Employer.

2.3.5.11.3 C 11.03 Period of employment of the project liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the Contractor, Engineer and Employer.

2.3.5.12 C 12 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for as relevant, be deemed to be included in the rates tendered for in SCHEDULE C: Preliminary & General items of the Bill of Quantities.

Item	Unit
C1200A Remuneration of the Project Liaison Officer and members of the Project Liaison committee:	
8.5	
(a) Project Liaison Officer(s)	Prime cost (PC) sum
(b) Project Liaison Committee.....	Prime cost (PC) sum
(c) Contractor's charge to allow for handling costs and profit in respect of subitem C12.01(a) and (b):	
(i) Project Liaison Officer(s).....	percentage (%)
(ii) Project Liaison Committee	percentage (%)

Payment under the Prime cost (PC) sum provided in subitem C1200A – 8.5(a) and (b) to cover the employment and remuneration of the Project Liaison Officer(s) and the attendant members of the Project Liaison Committee established by the Contractor, shall be effected in accordance with the provisions of Clause 6.6 of the General Conditions of Contract.

The tendered percentage in subitem C1200A(c) is the percentage of the amount actually spent under subitem C1200A(a) and (b) that will be paid to the Contractor in full compensation for the Contractor's handling costs and profit in respect of the employment and remuneration of the Liaison Officer(s) and Liaison Committee.

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2.3.6 PART D: PROVISION OF STRUCTURED TRAINING

CONTENTS

2.3.6.1 D 01 SCOPE

This specification covers the requirements for the provision of the following training:

- (a) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by an approved Training Service Provider as accepted by the Employer.
- (b) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

2.3.6.2 D 02 INTERPRETATIONS

D 02.01 Supporting documents

The tender rules, conditions of contract, standard, supplementary and specific specifications and project specifications and drawings shall *inter alia* be read in conjunction with this specification.

D 02.02 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.3.6.3 D 03 ENGINEERING SKILLS TRAINING

- D 03.01 The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.
- D 03.02 The skills training programme to be implemented by the selected subcontractor shall comply with the following minimum standards:
- (a) Be accredited by the Civil Engineering Training Authority (CETA) or other institutions recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
 - (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- D 03.03 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the accredited training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilised.
- D 03.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional skills training programme, including the following:
- (a) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
 - (b) A suitably furnished venue
 - (c) Transport of the workers as required
 - (d) Tools, equipment, and teaching aids
 - (e) Stationery and all other necessary materials.
- D 03.05 **Selection of candidates**
- (a) Members of the workforce will be selected by the Engineer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- (b) The following will be taken into account in the selection of the workers to receive the specified training:
- i. Previous experience (if any)
 - ii. Previous courses completed (if any)
 - iii. Module specific requirements.

D 03.06 Duration of training

- (a) The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.
- (b) Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.

D 03.07 All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.

D 03.08 Both the selected subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.

D 03.09 The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer.

D 03.10 Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause D03.02, at the minimum specified wage as per BCCEI.

D 03.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible take due cognisance of the nature of the works to be executed at any given time, and use trained workers on those aspects of the works for which they have been trained.

2.3.6.4 D 04 GENERIC TRAINING

D 04.01 The Contractor shall, from the commencement of the contract, implement a structured progressive training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor. Selected workers shall be trained progressively throughout the duration of the contract.

D 04.02 The generic training programme is to be implemented by a training subcontractor to be nominated by the Engineer, upon the instruction of the Employer's Capex Programme Manager.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

D 04.03 The Contractor shall provide with his tender, full details of any additional recognised and in-house training viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilized.

D 04.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional generic training programme, including the following:

- (a) A suitably furnished venue
- (b) Transport of the workers as required
- (c) Tools, equipment, and teaching aids
- (d) Stationery and all other necessary materials.

D 04.05 All generic training shall take place outside of normal working hours.

D 04.06 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.

D 04.07 The Contractor shall keep comprehensive records of the training given to each worker involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course provided by the Contractor each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

D 04.08 No remuneration in respect of time spent undergoing training in terms of this Clause will be made to any of the workers.

2.3.6.5 D 05 ENTREPRENEURIAL SKILLS TRAINING

D 05.01 Training needs assessments of the Contractor and his sub-contractors will be undertaken during the course of the Contract by a sub-contractor to be nominated by the Engineer, on the instruction of the Employer's Capex Programme Manager. The training needs assessments shall have as their focus contractor development, and shall identify needs for business development, business management and technical construction management skills. Such training needs may be identified in personnel both in the permanent employ of the Contractor and/or his sub-contractors, as well as temporary employees thereof.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- D 05.02 Once the needs assessments have been completed, training to meet the needs identified in the assessment phase will be provided, again by a sub-contractor to be nominated by the Engineer, upon the instruction of the Employer's Capex Programme Manager.
- D 05.03 The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating personnel and subcontractors regarding attendance and participation therein.
- D 05.04 The Contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.
- D 05.05 Following completion of the structured training, members of small, medium and micro contractors/subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.
- D 05.06 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilized.
- D 05.07 The Contractor shall be responsible for the provision of the necessary items for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue
 - (b) Transport of the subcontractors as required
 - (c) Tools, equipment, and teaching aids
 - (d) Stationery and all other necessary materials.
- D 05.08 All specified entrepreneurial training shall take place within normal working hours.
- D 05.09 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.
- D 05.10 The Contractor shall keep comprehensive records of all training given to personnel and subcontractors involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

D 05.11 No remuneration in respect of time spent undergoing specified training in terms of this Clause will be made to any of the subcontractors.

2.3.6.6 D 06 MEASUREMENT AND PAYMENT

D 06.01 **Basic principles**

(a) **General**

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles set out in Clause D 06.02 of the project specifications, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

(b) **Training**

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the selected subcontractors appointed as directed by the Employer, in execution of the Engineer's written instruction, plus a percentage as tendered to cover all his charges and profits.

D 06.02 **Scheduled items**

Payment items are included in the Bill of Quantities under Section 1200 for the provision of the specified training by selected subcontractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included under Section 1300 and shall not be paid for separately.

Item	Unit
-------------	-------------

D 06.03 **Training:**

- | | |
|--|-----------------|
| (a) Engineering (technical) skills | Provisional Sum |
| (b) Generic skills | Provisional Sum |
| (c) Training venue | Provisional sum |
| (d) Contractor's handling costs, profit and all other charges in respect of subitems D 06.03(a),(b) and (c): | |
| (i) Technical skills | percentage (%) |
| (ii) Generic skills | percentage (%) |
| (iii) Training venue | percentage (%) |

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- (e) Training allowance paid to targeted labour i.r.o. formal training(equal to pay for 1 day of task)person days
- (f) Extra over (e) for the administration of payment of training allowances to targeted labour.person days
- (g) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity of the site. Provisional Sum
- (h) Contractor's handling costs, profit and all other charges in respect of subitem (g).....percentage (%)

Payment under subitems D 06.03(a) and (b) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

The provisional sum for subitem D 06.03 (c) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the provisional sum shall be made in accordance with the provisions of the General Conditions of Contract:

The percentages tendered for subitem D 06.03 (d) shall be the percentages of the amounts actually reimbursed to the Contractor under subitems D 06.03 (a), (b) and (c) and shall be in full and final compensation in respect of the Contractor's handling costs, profit, mentoring, record keeping, reporting and all other charges in connection with providing the services.

Payment under subitem D 06.03 (e) shall be the actual sum paid to workers undergoing training.The Contractor will be reimbursed directly for his administrative costs under subitem D 06.03 (f).

Payment under subitems D 06.03(g) shall be the amount actually paid for transporting the labourers to the training venue and shall be made in accordance with the provisions of the General Conditions of Contract.

The percentages tendered for subitem D 06.03 (h) shall be the percentage of the amount actually reimbursed to the Contractor under subitem D 06.03 (g) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with providing the transport.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.3.7 PART E: HIV/AIDS SPECIFICATION (as per the OHS sub-consultant spec, project specific)

CONTENTS

2.3.7.1 E 01 SCOPE

- E 01.01 This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:
- E 01.02 Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections, and the closest health service providers.
- E 01.03 Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- E 01.04 Providing Workers with access to condoms and other awareness material that will enable construction Workers to make informed decisions about sexual practices.

2.3.7.2 E 02 DEFINITIONS AND ABBREVIATIONS

2.3.7.2.1 E 02.01 Definitions

Service Provider:	The natural or juristic person recognised and approved by the Moretele Local Municipality as a specialist in conducting HIV/AIDS awareness programmes.
Service Provider Workshop Plan:	A plan outlining the content, process and schedule of the training and education workshops presented by a Service Provider, which has been approved by the Representative/Agent.
Worker:	Persons in the employ of the Contractor or under the direction or supervision of the Contractor or any of his sub-contractors, who are on site for a minimum period of 30 days in all.

2.3.7.2.2 E 02.02 Abbreviations

HIV	:	Human Immunodeficiency Virus.
AIDS	:	Acquired Immune Deficiency Syndrome.
STI	:	Sexually Transmitted Infection.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2.3.7.3 E 03 BASIC METHOD REQUIREMENT

E 03.01 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

E 03.02 The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regards to HIV/AIDS awareness. The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Department's Tender Committee, the Contractor shall make available an appropriate venue that will be conducive to education and training.

E 03.03 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- (a) **The nature of the disease;**
- (b) **How it is transmitted;**
- (c) **Safe sexual behaviour;**
- (d) **Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;**
- (e) **Attitudes towards other people with HIV/AIDS;**
- (f) **Rights of the Worker in the workplace;**
- (g) **How the awareness champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively;**
- (h) **How the Service Provider will support the awareness champion;**
- (i) **Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;**
- (j) **How the workshops will be presented, including frequency and duration;**
- (k) **How the workshops will fit in with the construction programme;**
- (l) **How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;**
- (m) **How the video will be used;**
- (n) How the Service Provider will elicit maximum participation from the Workers;
- (o) A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

2.3.7.4 E 04 HIV/AIDS AWARENESS EDUCATION AND TRAINING

2.3.7.4.1 E 04.01 **Workshops**

The Contractor shall ensure that all the Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2.3.7.5 E 04.02 Recommended practice

Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a next session.

An attendance register should be kept by the Service Provider at every workshop and should be handed to the Department's Project Manager on a monthly basis together with Process Indicator Forms.

Service Providers

A data base of recommended Service Providers is available from the Department of Public Works, Private Bag X65, Pretoria, 0001, located at the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria and at all Public Works Regional Offices.

HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met:

(a) UNIT I: The nature of HIV/AIDS

After studying and understanding this unit the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

(b) UNIT 2: Transmission of the HI virus

After studying and understanding this unit the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids you will find the HI virus.
2. Describe how HIV/AIDS can be transmitted.
3. Demonstrate your ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

(c) UNIT 3: HIV/AIDS preventative measures

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

After studying and understanding this unit the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus to enter the blood stream.

Assessment Criteria:

1. Report on how you could minimise your risk of HIV/AIDS infection.
2. Report on precautions that can be taken to prevent HIV/AIDS infection.
3. Explain or demonstrate how to use a male and female condom.
4. List of factors that could jeopardize the safety condoms provide against HIV/AIDS transmission.

(d) UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe kinds of testing for HIV/AIDS infection.
2. Report on why voluntary testing is important.
3. Report on why pre- and post-test counselling is important.
- 4.

(e) UNIT 5: Living with HIV/AIDS

After studying and understanding this unit the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS.
2. Describe nutritional needs of people living with HIV/AIDS.
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS.
4. Explain the need of counselling and support to people living with HIV/AIDS.

(f) UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child.
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS.
4. Describe post exposure prophylactics.

(g) UNIT 7: The rights and responsibilities of Workers in the workplace with regards to HIV/AIDS

After studying and understanding this unit the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non- discriminative way.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace.
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace.
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

E04.03 Displaying of plastic laminated posters and distribution of information booklets

- (a) The Contractor shall obtain a set of four posters conveying different key messages, and information booklets from the Construction Industry Development Programme Unit (CIDP), Room A520 located in the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria or at all Regional Offices of the Department of Public Works. The postal address is the Department of Public Works, Private Bag X65, Pretoria, 0001.
- (b) The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.
- (c) Posters or display stands shall be displayed on site as soon as possible but not later than 14 days after the date of site hand over.
- (d) Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.
- (e) The posters on display should always be intact, clear and readable.
- (f) Information booklets must be distributed to all Workers as soon as possible but not later than 14 days after site hand over, or as soon as the Worker joins the site.

2.3.7.6 E05 PROVIDING WORKERS WITH ACCESS TO CONDOMS

E05.01 The Contractor shall provide and maintain condom dispensers and make both male and female condoms complying with the requirements of SANS 4074:2003 available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the local clinic or the Department of Health.

E05.02 At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary to ensure that condoms are available within 14 days of site hand over.

E05.03 Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

2.3.7.7 E06 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

E06.01 The Contractor shall provide the Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics should be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

2.3.7.8 E07 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

E07.01 Within 14 days of site hand over the Contractor shall appoint an Awareness Champion, from, amongst the Workers, who speaks and understands all the languages spoken by the Workers and he/she shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive way.

The Awareness Champion shall be responsible for:

- (a) Liaising with the Service Provider on organising awareness workshops;
- (b) Filling condom dispensers and monitoring condom distribution;
- (c) Handing out information booklets;
- (d) Placing and maintaining posters

2.3.7.9 E08 MONITORING

E08.01 The Contractor shall grant to the Representative/Agent reasonable access to the construction site in order to conduct unannounced site visits in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

E08.02 The Representative/Agent shall conduct the site visits with the least possible disruption to the Contractor's daily routine.

E 08.03 Contractors must report problems that they experience in implementing the HIV/AIDS requirements to the Representative/Agent.

E 08.04 A SITE CHECKLIST (SCHEDULE C) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

E08.05 A SERVICE PROVIDER REPORT (SCHEDULE C) shall be completed and submitted on a monthly basis to the Department's Project Manager through the Representative/Agent.

E08.06 The Contractor shall, at the end of the contract, complete and submit a close out programme report CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C).

2.3.7.10 E09 MEASUREMENT AND PAYMENTS

E09.01 It is required of tenderers to thoroughly study the HIV/AIDS Specifications of the Department that must be read together with and is deemed to be incorporated in the Bill of Quantities. Provision for pricing of HIV/AIDS awareness must be made under Item E10.01 hereafter and it is explicitly pointed out that all requirements of the aforementioned specifications are deemed to be priced hereunder as the said item represents the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.

E09.02 Contractor should take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative /Agent, notwithstanding the provisions of any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Item

Unit

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

E10.01 HIV AIDS Awareness obligations..... Lump Sum

The tendered lump sum shall be in full compensation for the Contractor providing an approved selected service provider to comply with the requirements and conditions of the Department's HIV/AIDS Specifications, including the workshop education and training within an HIV/AIDS Awareness programme and the Contractor's handling costs, profit, record keeping, reporting and all other charges in connection with providing the HIV/AIDS Awareness programme.

Payment under item E10.01 will be made as follows:

80% of the amount will be paid once the service provider has complied with the requirements and conditions of the Department's HIV AIDS Specifications, including the workshop education and training within an HIV/AIDS Awareness programme.

The outstanding 20% will be paid on completion of the contract, subject to the Contractor's compliance in all respects with the requirements and conditions of the Department's HIV/AIDS Specifications.

2.3.8 PART F: GENERIC LABOUR-INTENSIVE SPECIFICATION

CONTENTS

2.3.8.1 F 01 SCOPE

This specification establishes general requirements for activities, which are to be, executed by hand involving the following:

- (a) trenches having a depth of less than 1.5 metres
- (b) storm water drainage
- (c) low-volume roads and sidewalks

2.3.8.2 F 02 PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

2.3.8.3 F 03 HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- (a) Granular materials:**

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- (i) Whose consistency when profiled may in terms of Table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) Where the material is gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

(b) Cohesive materials:

- (i) whose consistency when profiled may in terms of Table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

- Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.
- (2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg, which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological picks point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

2.3.8.4

2.3.8.5

2.3.8.6 F 04 LABOUR INTENSIVE WORKS

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand tampers

- (a) To 90% Proctor density;
- (b) Such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders; or
- (c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

All hand excavatable material including topsoil classified, as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material, which presents the possibility of danger or injury to workers, shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.3.9 PART G: ENVIRONMENTAL MANAGEMENT PLAN (as per environmental consultant specification)

CONTENTS

2.3.9.1 G 01 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects liability period (maintenance period).

The provisions of this EMP are binding on the Contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Employer in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment. Specifications with which the Contractor shall comply in order to protect the environment from the identified impacts. Actions that shall be taken in the event of non-compliance.

2.3.9.2 G 02 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the Contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of:

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Environmental Aspect: an environmental aspect is any component of a contractor’s construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (NDEAT), that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

Listed in the table below are some of the references in the COLTO Standard Specifications to environmental related issues.

Description	Reference
Establishment of site offices	1302(a), 1402(e).
Vegetation	5801(b), 5802(b), (c), (d), and (e), 5804, 5805, 5806 and 5807.
Rehabilitation	1302(a)and Sections 5800 and 5900.of the Standard and Project Specifications
Sewage treatment	1402(g) and 1404(a) and Part B of the Project Specifications, clause B1302(a).
Litter	1302(b).
Removal of solid waste	1404(a).
Soil management	3104(a), 5802(a), (g), 5804(a), (b), and (c).
Borrow material	3100. (The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.)
Discovery of archaeological sites, artefacts or graves	Clause 4.7 of the GCC 2015 General Conditions of Contract.
Graves	
Stockpiled material	3202 and 4306.
Pollution prevention	Subclause 8.1.2 of the GCC 2015 General Conditions of Contract.

2.3.9.3 G 03 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

The Contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the Contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the Contractor shall provide plans and measures for the Engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The Contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 5.6 of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscapes oil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The Contractor's attention is drawn, in this regard, to G 08. Environmental Management of Construction Activities.

2.3.9.4 G 04 LEGAL REQUIREMENTS

2.3.9.4.1 G04.01 **General**

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the Contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The Contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

document contradict those specified in the standard or project specifications then the latter shall prevail.

2.3.9.4.2 G04.02 **Statutory and other applicable legislation**

The Contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

2.3.9.5 G 05 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

2.3.9.5.1 G 05.01 **Appointment of a Designated Environmental Officer (DEO)**

For the purposes of implementing the conditions contained herein, the Contractor shall submit to the Engineer for approval the appointment of a nominated representative of the Contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the Engineer to make a decision. The Engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the Contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The Engineer will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the Engineer, but not less frequently than once a month.

The Engineer shall have the authority to instruct the Contractor to replace the DEO if, in the Engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

2.3.9.5.2 G 05.02 **Administration**

Before the Contractor begins each construction activity the DEO shall give to the Engineer a written statement setting out the following:

- The type of construction activity.
- Locality where the activity will take place.
- Identification of the environmental aspects and impacts that might result from the activity.
- Methodology for impact prevention for each activity or aspect.
- Methodology for impact containment for each activity or aspect.
- Emergency/disaster incident and reaction procedures.
- Treatment and continued maintenance of impacted environment.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- The Contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the Engineer whenever there is a change or variation to the original.

The Engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the Contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the Contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

2.3.9.5.3 G 05.03 Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

2.3.9.6 G 06 TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The Contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.
- In the case of permanent staff the Contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the Contractor shall inform the Engineer when and how he/she intends concluding his environmental training obligations.

2.3.9.7 G 07 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2.3.9.8

2.3.9.9

2.3.9.10 G 08 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

2.3.9.10.1

2.3.9.10.2 G 08.01 Site Establishment

G 08.01.01 Site Plan

The Contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the Contractor shall submit to the Engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the Contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Engineer for consultation during rehabilitation of the site.

G 08.01.02 Vegetation

The Contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

G 08.01.03 Rehabilitation

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

G 08.01.04 Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

G 08.01.05 Heating and Cooking fuel

The Contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The Contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

G 08.02 Sewage treatment (impose penalties on solid waste non-conformance)

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The Contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer.

G 08.03 Waste Management

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The Contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

G 08.03.01 Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste shall be at a DWS licensed landfill site or at a site approved by DWS in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.

G 08.03.02 Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the Contractor shall provide litter collection facilities for later safe disposal at approved sites.

G 08.03.03 Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a DWS approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Engineer.

G 08.04 Control at the workshop

The Contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop)

G 08.04.01 Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the Contractor to, and used or worn by, the staff whose duty it is to manage and maintain the Contractor's and his subcontractor's and supplier's plant, machinery and equipment.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

G 08.04.02 Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the Engineer.

The Contractor shall provide proof to the Engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the Contractor shall furnish the Engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

G 08.04.03 Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

G 08.04.04 Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

G 08.05 Clearing the Site

In all areas where the Contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects liability period.

G 08.06 Soil Management

G 08.06.01 Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water and Sanitation waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The Contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The Contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The Contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Engineer. The Contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

G 08.06.02 Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

G 08.07 Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and 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 or tar products.

The Contractor shall submit to the Engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

G 08.08 Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the Contractor shall have complied with the requirements of sections G 08.05 and G 08.07. In addition, the Contractor shall take cognisance of the requirements set out below.

G 08.08.01 Quarries and borrow pits

The Contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the Contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the Contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.

G 08.08.02 Excavation, hauling and placement

The Contractor shall provide the Engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The Contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

G 08.08.03 Spoil sites

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The Contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the Engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the Engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The Engineer will assist the Contractor in obtaining the necessary approval if requested by the Contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the Contractor. This will include both strip and full sodding. The Contractor may motivate to the Engineer for other acceptable stabilising methods. The Engineer may only approve a completed spoil site at the end of the defects liability period upon receipt from the Contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The Contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

G 08.08.04 Stockpiles

The Contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Engineer for his approval, together with the Contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the Contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the Contractor's cost until clearance from the Engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the Engineer
In all cases, the Engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

G 08.08.05 Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the Contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the Contractor shall, prior to any drilling of holes in preparation for blasting, supply the Engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The Contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the Contractor from his responsibilities in this regard. The Contractor shall also indicate to the Engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

G 08.09 Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the Contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section G 08.08.03, with the exception that the Contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the Contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The Engineer will assist the Contractor in his submissions to the relevant authority.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Engineer for approval.

The Contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

G 08.10 Spillages

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 tar or bituminous products. In the event of a spillage, the Contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the Contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the Engineer. The Designated Environmental Officer will assess the situation in consultation with the Engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the Contractor in consultation with the DEO and the Engineer. Areas cleared of hazardous waste shall be re-vegetated according to the Engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Engineer. The costs of containment and rehabilitation shall be for the Contractor's account, including the costs of specialist input.

G 08.11 Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The Contractor may offer alternative solutions to the Engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

G 08.11.01 Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with Subclause 4.7.1 of the General Conditions of Contract).

G 08.11.02 Graves and middens

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with Subclause 4.7.1 of the General Conditions of Contract).

G 08.12 Noise Control

The Contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

G 08.13 Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

G 08.14 Alien Vegetation

The Contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects liability period.

2.3.9.11 G 09 RECORD KEEPING

The Engineer and the DEO will continuously monitor the Contractor's adherence to the approved impact prevention procedures and the Engineer shall issue to the Contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the Employer or relevant environmental departments.

2.3.9.12 G 10 COMPLIANCE AND PENALTIES

The Contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

2.3.9.12.1 G10.01 Unnecessary removal or damage to trees:

- 2600mm girth or less: R5 000 per tree
- Greater than 2600mm, but less than 6180mm girth: 10 000 per tree
- Greater than 6180mm girth: R30 000 per tree

2.3.9.12.2 G 10.02 Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites: R10 000 per incident
- General damage to sensitive environments: R5 000 per incident

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Damage to cultural and historical sites: R5 000 per incident
- Uncontrolled/unmanaged erosion(plus rehabilitation at the Contractor’s cost): R1 000 to R5 000 per incident
- Unauthorised blasting activities: R5 000 per incident
- Pollution of water sources: R10 000 per incident

The Engineer’s decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

2.3.9.12.3 G 10.03 Less serious violations:

- Littering on site: R1 000 per incident
- Lighting of illegal fires on site: R1 000 per incident
- Persistent or un-repaired fuel and oil leaks: R1 000 per incident
- Excess dust or excess noise emanating from site: R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site: R500 per incident
- Any vehicles being driven in excess of designated speed limits: R500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife: R2 000 per incident
- Illegal hunting: R2 000 per incident
- Urination and defecation anywhere except in designated areas: R500 per incident

The Engineer’s decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

2.3.9.12.4 G 11 MEASUREMENT AND PAYMENT

Item **Unit**

2.3.9.12.5 G 11.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes:

- (a) 2600mm girth or lessnumber (No)
- (b) Greater than 2600mm, but less than 6180mm girthnumber (No)
- (c) Greater than 6180mm girthnumber (No)

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause G 10.01.

Item **Unit**

2.3.9.12.6 G 11.02 Penalty for serious violations:

- (a) Hazardous chemical/oil spill and/or dumping in non-approved sitesnumber (No)
- (b) General damage to sensitive environmentsnumber (No)
- (c) Damage to cultural and historical sitesnumber (No)
- (d) Pollution of water sourcesnumber (No)
- (e) Unauthorised blasting activitiesnumber (No)
- (f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at the Contractor's cost).....number (No)

The unit of measurement for G 11.02(a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause G 10.02.

Item **Unit**

2.3.9.12.7 G 11.03 Penalty for less serious violations:

- (a) Littering on sitenumber (No)
- (b) Lighting of illegal fires on sitenumber (No)
- (c) Persistent or un-repaired fuel and oil leaksnumber (No)
- (d) Excess dust or excess noise emanating from sitenumber (No)
- (e) Dumping of milled material in side drains or on grassed areasnumber (No)
- (f) Possession or use of intoxicating substances on site.....number (No)
- (g) Any vehicles being driven in excess of designated speed limits.....number (No)
- (h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.....number (No)
- (i) Illegal huntingnumber (No)
- (j) Urination and defecation anywhere except in designated areas.....number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause G 10.03.

The Engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Item

Unit

2.3.9.12.8 **G 11.04** **Contractor's time related obligations in respect of Environmental management plans and specifications** month

The tendered monthly amount shall represent full compensation for that part of the Contractor's general obligations in terms of the environmental management plans and specifications which are mainly a function of time. This includes inter alia payment of all costs of the approved designated environmental office (DEO) and other staff contemplated in the administration of the environmental obligations, including the transport of employees on site. Payment will be monthly.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.3.240

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Moretele Local Municipality
Tender No. MLM/W/VW/22-26
Equipping of boreholes in various Wards (Kromkuil, Ga-Motle, Ratiepane, Moeka and Swartdam Villages)

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Moretele Local Municipality
Tender No. MLM/W/VW/22-26
Equipping of boreholes in various Wards (Kromkuil, Ga-Motle, Ratiepane, Moeka and Swartdam Villages)

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Storage Noise / lights Dust control Smoke control Storage of materials	Turning circles Parking areas			
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



ard connections in Ward 25 (Moeka Village)

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2.4

3 PART C5 ANNEXURES

(For Information Purposes Only)

SECTION CONTENTS

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3.1 C5.1 Annex I - Environmental Management Plan

A.1 LEGISLATION/ REGULATIONS

The relevant sections of Mineral and Petroleum Resources Development Act and its supporting Regulations are summarised below for the information of applicants. The onus is on the applicant to familiarise him/herself with the provisions of the full version of the Mineral and Petroleum Resources Development Act and its Regulations.

Section of Act	Legislated Activity/ Instruction/ Responsibility or failure to comply	Penalty in terms of Section 99
5(4)	No person may prospect, mine, or undertake reconnaissance operations or any other activity without an approved EMP, right, permit or permission or without notifying land owner	R100 000 or two years imprisonment or both
19	Holder of a Prospecting right must: lodge right with Mining Titles Office within 30 days; commence with prospecting within 120 days, comply with terms and conditions of prospecting right, continuously and actively conduct prospecting operations; comply with requirements of approved EMP, pay prospecting fees and royalties	R100 000 or two years imprisonment or both
20(2)	Holder of prospecting right must obtain Minister's permission to remove any mineral or bulk samples	R100 000 or two years imprisonment or both
26(3)	A person who intends to beneficiate any mineral mined in SA outside the borders of SA may only do so after notifying the Minister in writing and after consultation with the Minister.	R500 000 for each day of contravention
28	Holder of a mining right or permit must keep records of operations and financial records AND must submit to the DG: monthly returns, annual financial report and a report detailing compliance with social & labour plan and charter	R100 000 or two years imprisonment or both
29	Minister may direct owner of land or holder/applicant of permit/right to submit data or information	R10 000
38(1)(c)	Holder of permission/permit/right MUST manage environmental impacts according to EMP and as ongoing part of the operations	R500 000 or ten years imprisonment or both.
42(1)	Residue stockpiles must be managed in prescribed manner on a site demarcated in the EMP	A fine or imprisonment of up to six months or both
42(2)	No person may temporarily or permanently deposit residue on any other site than that demarcated and indicated in the EMP	A fine or imprisonment of up to six months or both
44	When any permit/right/permission lapses, the holder may not remove or demolish buildings, which may not be demolished in terms of any other law, which has been identified by the Minister or which is to be retained by agreement with the landowner.	Penalty that may be imposed by Magistrate's Court for similar offence
92	Authorised persons may enter mining sites and require holder of permit to produce documents/ reports/ or any material deemed necessary for inspection	Penalty as may be imposed for perjury
94	No person may obstruct or hinder an authorised person in the performance of their duties or powers under the Act.	Penalty as may be imposed for perjury
95	Holder of a permit/right may not subject employees to occupational detriment on account of employee disclosing evidence or information to authorised person (official)	Penalty as may be imposed for perjury

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

All sections	Inaccurate, incorrect or misleading information	A fine or imprisonment of up to six months or both
All sections	Failure to comply with any directive, notice, suspension, order, instruction, or condition issued	A fine or imprisonment of up to six months or both

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A.2 OTHER RELEVANT LEGISLATION

Compliance with the provisions of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and its Regulations does not necessarily guarantee that the applicant is in compliance with other Regulations and legislation. Other legislation that may be immediately applicable includes, but are not limited to:

- National Monuments Act, 1969 (Act 28 of 1969).
- National Parks Act, 1976 (Act 57 of 1976)
- Environmental Conservation Act, 1989 (Act 73 of 1989)
- National Environmental Management Act, 1998 (Act No. 107 of 1998)
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965)
- The National Water Act, 1998 (Act 36 of 1998)
- Mine Safety and Health Act, 1996 (Act 29 of 1996)
- The Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983).

A.3 WORD DEFINITIONS

In this document, unless otherwise indicated, the following words will have the meanings as indicated here:

Act (The Act) Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002).

Borehole A hole drilled for the purposes of prospecting i.e. extracting a sample of soil or rock chips by pneumatic, reverse air circulation percussion drilling, or any other type of probe entering the surface of the soil.

CARA The Conservation of Agricultural Resources Act.

EIA An Environmental Impact Assessment as contemplated in Section 38(1) (b) of the Act.

EMP An Environmental Management Plan as contemplated in Section 39 of the Act.

Fauna All living biological creatures, usually capable of motion, including insects and predominantly of protein-based consistency.

Flora All living plants, grasses, shrubs, trees, etc., usually incapable of easy natural motion and capable of photosynthesis.

Fence A physical barrier in the form of posts and barbed wire and/or "Silex" or any other concrete construction, ("palisade"- type fencing included), constructed with the purpose of keeping humans and animals within or out of defined boundaries.

House Any residential dwelling of any type, style or description that is used as a residence by any human being.

NDA National Department of Agriculture.

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

NWA National Water Act, Act 36 of 1998.

Pit Any open excavation.

"Porrel" The term used for the sludge created at alluvial diamond diggings where the alluvial gravels are washed and the diamonds separated in a water-and-sand medium.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Topsoil The layer of soil covering the earth which:

- (a) provides a suitable environment for the germination of seed;
- (b) allows the penetration of water;
- (c) is a source of micro-organisms, plant nutrients and in some cases seed; and
- (d) is not of a depth of more than 0,5 metres or such depth as the Minister may prescribe for a specific prospecting or exploration area or mining area.

Trench A type of excavation usually made by digging in a line towards a mechanical excavator and not pivoting the boom – a large, U-shaped hole in the ground, with vertical sides and about 6 – 8 metres in length. Also a prospecting trench.

Vegetation Any and all forms of plants, see also Fauna.

DWS The Department of Water and Sanitation – both national office and their various regional offices, which are divided across the country on the basis of water catchment areas.

MPRDA the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002).

EMPlan An Environmental Management Plan as contemplated in Regulation 52 of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) – this document.

B. UNDERTAKING (Example):

I, the Director (NAME), the Contractor hereby undertake to implement the measures as described in Sections F and G hereof. I understand that this undertaking is legally binding and that failure to give effect hereto will render me liable for prosecution in terms of Section 98 (b) and 99 (1)(g) of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002). I am also aware that the Regional Manager may, at any time but after consultation with me, make such changes to this plan as he/she may deem necessary.

Signed on thisday of 20.....at(Place)

.....
Signature

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

F. ENVIRONMENTAL MANAGEMENT PLAN:

F1.1 INTRODUCTION

This Environmental Management Plan contains guidelines, operating procedures and rehabilitation/pollution control requirements which will be binding on the holder of the mining permit/prospecting permission/ reconnaissance permission after approval of the Environmental Management Plan. It is essential that this portion be carefully studied, understood, implemented and adhered to at all times.

- A copy of the layout plan as provided for in Regulation 2.2 must be available at the prospecting/mining site for scrutiny when required.
- The plan must be updated on a regular basis with regard to the actual progress of the establishment of surface infrastructure, mining operations and rehabilitation (a copy of the updated plan shall be forwarded to the Regional Manager on a regular basis).
- A final layout plan must be submitted at closure of the mine or when operations have ceased.

NOTE: Regulation 2.2 of the regulations promulgated in terms of the Act requires:

"An application contemplated in sub-regulation (1) must be accompanied by a plan that must contain-

- (a) *the co-ordinates of the land or area applied for;*
- (b) *the north point;*
- (c) *the scale to which the plan has been drawn;*
- (d) *the name, number and location of the land or area covered by the application; and*
- (e) *in relation to farm boundaries and surveyed points-*
 - (i) *the size and shape of the proposed area;*
 - (ii) *the boundaries of the land or area comprising the subject of the application concerned;*
 - (iii) *the layout of the proposed reconnaissance, prospecting, exploration, mining or production operations;*
 - (iv) *surface structures and servitudes;*
 - (v) *the topography of the land or area."*

3.1.1.1 F 1.1.1 Demarcating the Mining/ Prospecting Area

- The mining/ prospecting area must be clearly demarcated by means of beacons at its corners, and along its boundaries if there is no visibility between the corner beacons.
- Permanent beacons as indicated on the layout plan or as prescribed by the Regional Manager must be firmly erected and maintained in their correct position throughout the life of the operation.
- Mining/ prospecting and resultant operations shall only take place within this demarcated area.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

F 1.1.2 Demarcating the River Channel and Riverine Environment

The following is applicable if operations are conducted within the riverine environment (See F 3.2):

- Beacons as indicated on the layout plan or as prescribed by the Regional Manager must be erected and maintained in their correct position throughout the life of the operation.
- These beacons must be of a permanent nature during the operations and must not be easily removable, especially those in a river channel. The beacons must, however, be removed at the end of the operations.
- The mining of and prospecting for any mineral shall only take place within this demarcated mining area.
- If riverine vegetation is present in the form of reeds or wetland vegetation, the presence of these areas must be entered in Part F 1.45 of the EMPlan and indicated on the layout plan.
- The holder of the mining permit/ prospecting right will also be required to permanently demarcate the areas as specified in F 1.1.2.

3.1.1.2

3.1.1.3 F 1.2 RESTRICTIONS ON MINING/ PROSPECTING

- On assessment of the application, the Regional Manager may prohibit the conducting of mining or prospecting operations in vegetated areas or over portions of these areas
- In the case of areas that are excluded from mining or prospecting, no operations shall be conducted within 5 m of these areas.

3.1.1.4 F 1.3 RESPONSIBILITY

- The environment affected by the mining/ prospecting operations shall be rehabilitated by the holder, as far as is practicable, to its natural state or to a predetermined and agreed to standard or land use which conforms with the concept of sustainable development. The affected environment shall be maintained in a stable condition that will not be detrimental to the safety and health of humans and animals and that will not pollute the environment or lead to the degradation thereof.
- It is the responsibility of the holder of the mining permit/ prospecting right to ensure that the manager on the site and the employees are capable of complying with all the statutory requirements which must be met in order to mine, which includes the implementation of this EMP.
- If operations are to be conducted in an area that has already been disturbed, the holder must reach specific agreement with the Regional Manager concerning the responsibilities imposed upon himself/herself pertaining to the rehabilitation of the area and the pollution control measures to be implemented.

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

3.1.1.5 F 2 INFRASTRUCTURAL REQUIREMENTS

3.1.1.6 F 2.1 TOPSOIL

- Topsoil shall be removed from all areas where physical disturbance of the surface will occur.
- All available topsoil shall be removed after consultation with the Regional Manager prior to the commencement of any operations.
- The topsoil removed, shall be stored in a bund wall on the high ground side of the mining/prospecting area outside the 1:50 flood level within the boundaries of the mining area/prospecting.
- Topsoil shall be kept separate from overburden and shall not be used for building or maintenance of access roads.
- The topsoil stored in the bund wall shall be adequately protected from being blown away or being eroded.

3.1.1.7 F 2.2 ACCESS TO THE SITE

F 2.2.1 Establishing access roads on the site

- The access road to the mining/prospecting area and the camp-site/site office must be established in consultation with the landowner/tenant and existing roads shall be used as far as practicable.
- Should a portion of the access road be newly constructed the following must be adhered to:
 - The route shall be selected that a minimum number of bushes or trees are felled and existing fence lines shall be followed as far as possible.
 - Water courses and steep gradients shall be avoided as far as is practicable.
 - Adequate drainage and erosion protection in the form of cut-off berms or trenches shall be provided where necessary.
- If imported material is used in the construction or upgrading of the access road this must be listed in C 2.17
- The erection of gates in fence lines and the open or closed status of gates in new and existing positions shall be clarified in consultation with the landowner/tenant and maintained throughout the operational period.
- No other routes will be used by vehicles or personnel for the purpose of gaining access to the site.

NOTE: The design, construction and location of access to provincial roads must be in accordance with the requirements laid down by the Provincial or controlling authority.

F 2.2.2 Maintenance of access roads

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- In the case of dual or multiple use of access roads by other users, arrangements for multiple responsibility must be made with the other users. If not, the maintenance of access roads will be the responsibility of the holder of the mining permit/ prospecting right.
- Newly constructed access roads shall be adequately maintained so as to minimise dust, erosion or undue surface damage.

F 2.2.3 Dust control on the access and haul roads

- The liberation of dust into the surrounding environment shall be effectively controlled by the use of, inter alia, water spraying and/or other dust-allaying agents. The speed of haul trucks and other vehicles must be strictly controlled to avoid dangerous conditions, excessive dust or excessive deterioration of the road being used.

3.1.1.7.1

3.1.1.7.2F 2.2.4 Rehabilitation of access roads

- Whenever a mining permit/ prospecting right is suspended, cancelled or abandoned or if it lapses and the holder does not wish to renew the permit or right, any access road or portions thereof, constructed by the holder and which will no longer be required by the landowner/tenant, shall be removed and/or rehabilitated to the satisfaction of the Regional Manager.
- Any gate or fence erected by the holder which is not required by the landowner/tenant, shall be removed and the situation restored to the pre-mining/ prospecting situation.
- Roads shall be ripped or ploughed, and if necessary, appropriately fertilised (based on a soil analysis) to ensure the regrowth of vegetation. Imported road construction materials which may hamper regrowth of vegetation must be removed and disposed of in an approved manner prior to rehabilitation.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation, be corrected and the area be seeded with a seed mix to the Regional Manager's specification.

F 2.3 OFFICE/CAMP SITES

F 2.3.1 Establishing office / camp sites

- Office and camp sites shall be established, as far as is practicable, outside the flood plain, above the 1 in 50 flood level mark within the boundaries of the mining/ prospecting area.
- The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to vegetation. Topsoil shall be handled as described in F 2.1 above
- No camp or office site shall be located closer than 100 metres from a stream, river, spring, dam or pan.
- No trees or shrubs will be felled or damaged for the purpose of obtaining firewood, unless agreed to by the landowner/tenant.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- Fires will only be allowed in facilities or equipment specially constructed for this purpose. If required by applicable legislation, a fire-break shall be cleared around the perimeter of the camp and office sites.
- Lighting and noise disturbance or any other form of disturbance that may have an effect on the landowner/tenant/persons lawfully living in the vicinity shall be kept to a minimum.

F 2.3.2 Toilet facilities, waste water and refuse disposal

- As a minimum requirement, the holder of a mining permit/ prospecting right shall, at least, provide pit latrines for employees and proper hygiene measures shall be established.
- Chemical toilet facilities or other approved toilet facilities such as a septic drain shall preferably be used and sited on the camp site in such a way that they do not cause water or other pollution.
- The use of existing facilities must take place in consultation with the landowner/tenant.
- In cases where facilities are linked to existing sewerage structures, all necessary regulatory requirements concerning construction and maintenance should be adhered to.
- All effluent water from the camp washing facility shall be disposed of in a properly constructed French drain, situated as far as possible, but not less than 200 metres, from any stream, river, pan, dam or borehole.
- Only domestic type wash water shall be allowed to enter this drain and any effluents containing oil, grease or other industrial substances must be collected in a suitable receptacle and removed from the site, either for resale or for appropriate disposal at a recognised facility.
- Spills should be cleaned up immediately to the satisfaction of the Regional Manager by removing the spillage together with the polluted soil and by disposing of them at a recognised facility.
- Non-biodegradable refuse such as glass bottles, plastic bags, metal scrap, etc., shall be stored in a container at a collecting point and collected on a regular basis and disposed of at a recognised disposal facility. Specific precautions shall be taken to prevent refuse from being dumped on or in the vicinity of the camp site.
- Biodegradable refuse generated from the office/camp site, processing areas vehicle yard, storage area or any other area shall either be handled as indicated above or be buried in a pit excavated for that purpose and covered with layers of soil, incorporating a final 0,5 metre thick layer of topsoil (where practicable).Provision should be made for future subsidence of the covering.

3.1.1.8 F 2.3.3 Rehabilitation of the office/camp site

- On completion of operations, all buildings, structures or objects on the camp/office site shall be dealt with in accordance with section 44 of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002), which states:

(1) *When a prospecting right, mining right, retention permit or mining permit lapses, is cancelled or is abandoned or when any prospecting or mining operation comes to an end, the holder of any such right or permit may not demolish or remove any building, structure, object -*

(a) *which may not be demolished in terms of any other law;*

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(b) which has been identified in writing by the Minister for purposes of this section; or

(d) which is to be retained in terms of an agreement between the holder and the owner or occupier of the land, which agreement has been approved by the Minister in writing.

(2) The provision of subsection (1) does not apply to bona fide mining equipment which may be removed

- Where office/camp sites have been rendered devoid of vegetation/grass or where soils have been compacted owing to traffic, the surface shall be scarified or ripped.
- Areas containing French drains shall be compacted and covered with a final layer of topsoil to a height of 10cm above the surrounding ground surface.
- The site shall be seeded with a vegetation seed mix adapted to reflect the local indigenous flora.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a vegetation seed mix to his or her specification.
- Photographs of the camp and office sites, before and during the mining/ prospecting operation and after rehabilitation, shall be taken at selected fixed points and kept on record for the information of the Regional Manager.

F 2.4 VEHICLE MAINTENANCE YARD AND SECURED STORAGE AREAS

F 2.4.1 Establishing the vehicle maintenance yard and secured storage areas

- The vehicle maintenance yard and secured storage area will be established as far as is practicable, outside the flood plain, above the 1 in 50 flood level mark within the boundaries of the mining/prospecting area.
- The area chosen for these purposes shall be the minimum reasonably required and involve the least disturbance to tree and plant life. Topsoil shall be handled as described in F 2.1 above.
- The storage area shall be securely fenced and all hazardous substances and stocks such as diesel, oils, detergents, etc., shall be stored therein. Drip pans, a thin concrete slab or a facility with PVC lining, shall be installed in such storage areas with a view to prevent soil and water pollution.
- The location of both the vehicle maintenance yard and the storage areas are to be indicated on the layout plan.
- No vehicle may be extensively repaired in any place other than in the maintenance yard.

F 2.4.2 Maintenance of vehicles and equipment

- The maintenance of vehicles and equipment used for any purpose during the mining/prospecting operation will take place only in the maintenance yard area.
- Equipment used in the mining/prospecting process must be adequately maintained so that during operations it does not spill oil, diesel, fuel, or hydraulic fluid.
- Machinery or equipment used on the mining/prospecting area must not constitute a pollution hazard in respect of the above substances. The Regional Manager shall order such equipment

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to be repaired or withdrawn from use if he or she considers the equipment or machinery to be polluting and irreparable.

F 2.4.3 Waste disposal

- Suitable covered receptacles shall be available at all times and conveniently placed for the disposal of waste.
- All used oils, grease or hydraulic fluids shall be placed therein and these receptacles will be removed from the site on a regular basis for disposal at a registered or licensed disposal facility.
- All spills should be cleaned up immediately to the satisfaction of the Regional Manager by removing the spillage together with the polluted soil and by disposing of them at a recognised facility.

F 2.4.4 Rehabilitation of vehicle maintenance yard and secured storages areas

- On completion of mining/prospecting operations, the above areas shall be cleared of any contaminated soil, which must be dumped as referred to in section F 2.4.3 above.
- All buildings, structures or objects on the vehicle maintenance yard and secured storage areas shall be dealt with in accordance with section 44 of the Mineral and Petroleum Resources Development Act, 2002.
- The surface shall then be ripped or ploughed to a depth of at least 300 mm and the topsoil previously stored adjacent the site, shall be spread evenly to its original depth over the whole area. The area shall then be fertilised if necessary (based on a soil analysis).
- The site shall be seeded with a vegetation seed mix adapted to reflect the local indigenous flora.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a seed mix to his or her specification.

F 3 OPERATING PROCEDURES IN THE MINING AREA

F 3.1 LIMITATIONS ON MINING/PROSPECTING

- The mining of or prospecting for precious stones shall take place only within the approved demarcated mining or prospecting area.
- Mining/ prospecting may be limited to the areas indicated by the Regional Manager on assessment of the application.
- The holder of the mining permit/ prospecting right shall ensure that operations take place only in the demarcated areas as described in section F 1.1.2 above.
- Operations will not be conducted closer than one and a half times the height of the bank from the edge of the river channel and in such manner that the stability of the bank of the river is affected.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- Precautions shall also be taken to ensure that the bank of the river is adequately protected from scouring or erosion. Damage to the bank of the river caused by the operations, shall be rehabilitated to a condition acceptable to the Regional Manager at the expense of the holder.
- Restrictions on the disturbance of riverine vegetation in the form of reeds or wetland vegetation must be adhered to. The presence of these areas must be entered in Part of the programme and indicated on the layout plan.

F 3.2 MINING/ PROSPECTING OPERATIONS WITHIN THE RIVERINE ENVIRONMENT

NOTE: The Department of Water and Sanitation may impose additional conditions which must be attached to this EMP. In this regard, please see the Best Practice Guideline for small scale mining developed by DWS (BPG 2.1)

(available from <http://www.dwaf.gov.za>)

- The mining of or prospecting for precious stones in the river or the banks of the river will be undertaken only after the Regional Manager has consulted with the Department of Water and Sanitation.
- The canalisation of a river will not be undertaken unless the necessary permission has been obtained from the Department of Water and Sanitation. Over and above the conditions imposed by the said Department, which conditions shall form part of this Environmental Management Plan, the following will also apply:
 - ❖ The canalisation of the flow of the river over different parts of the river bed shall be constructed in such a manner that the following are adhered to at all times:
 - ◆ The flow of the river may not be impeded in any way and damming upstream may not occur.
 - ◆ The canalisation of the flow may not result in scouring or erosion of the river-bank.
 - ◆ Well points or extraction pumps in use by other riparian users may not be interfered with and canalisation may not impede the extraction of water at these points.
- Access to the riverbed for the purpose of conducting excavations in the river-bed, shall be through the use of only one access at a time. The location of the access to the river channel across the river-bank shall be at a point of the river-bank where the least excavation and damage to vegetation will occur and shall not be wider than is reasonably required. The position of the river access together with all planned future access points, must be indicated on the layout plan.

3.1.1.9 F 3.2.1 Rehabilitation of access to river-bed

- When rehabilitating the access point, the original profile of the river-bank will be re-established by backfilling the access point with the original material excavated or other suitable material.
- The topsoil shall then be returned over the whole area to its original depth and if necessary fertilised and the vegetation allowed to grow.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a seed mix to his or her specification.
- In the event of damage from an occurrence where high flood waters scour and erode access points in the process of rehabilitation over the river-bank or an access point currently in use, repair of such damage shall be the sole responsibility of the holder of the mining permit or prospecting right.
- Repair to the river-bank to reinstate its original profile to the satisfaction of the Regional Manager must take place immediately after such event has occurred and the river has subsided to a point where repairs can be undertaken.
- Final acceptance of rehabilitated river access points will be awarded only after the vegetation has re-established to a point where the Regional Manager is satisfied that the river-bank is stable and that the measures installed are of durable nature and able to withstand high river-flow conditions.

F 3.2.2 Rehabilitation of mining/prospecting area in the bed of the river

- The goal of rehabilitation with respect to the area where mining/prospecting has taken place in the river-bed is to leave the area level and even, and in a natural state containing no foreign debris or other materials and to ensure the hydrological integrity of the river by not attenuating or diverting any of the natural flow.
- All scrap and other foreign materials will be removed from the bed of the river and disposed of as in the case of other refuse (see section F 2.3.2 above), whether these accrue directly from the mining/prospecting operation or are washed on to the site from upstream.
- Removal of these materials shall be done on a continuous basis and not only at the start of rehabilitation.
- Where reeds or other riverine vegetation have been removed from areas, these shall be re-established systematically in the approximate areas where they occurred before mining/prospecting.
- An effective control programme for the eradication of invader species and other exotic plants, shall be instituted on a regular basis over the entire mining/prospecting area under the control of the holder of the mining permit/ prospecting right, both during mining/prospecting and at the stage of final rehabilitation.

F.3.2.3 The Water Use Licence

The National Water Act, (Act 36 of 1998), is based on the principles of sustainability, efficiency and equity, meaning that the protection of water resources must be balanced with their development and use.

In addition to being issued with a prospecting right or mining permit a small-scale miner may also need to get a **water use licence** for the proposed water uses that will take place, except in certain cases.

NOTE: The Department of Water and Sanitation (DWS) developed specific Best Practice Guideline for small scale mining that relates to stormwater management, erosion and sediment control and waste management. Copies of these guidelines can be obtained from the regional office of DME or DWS.

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Applications for a water use licence must be made in good time, such that approval can be granted before a water use activity can begin. The appropriate licence forms for each kind of expected water use should be completed together with supporting documentation. The main supporting document required is a technical report. To make the technical report easier, you can refer to sections in this EMPlan, as most of what the technical report requires has already been done in the EMPlan. If you refer to the EMPlan it must be attached to the technical report.

3.1.1.10 F 3.3 EXCAVATIONS

F 3.3.1 Establishing the excavation areas

- Whenever any excavation is undertaken for the purpose of locating and/or extracting ore bodies of all types of minerals, including precious stone-bearing gravels, the following operating procedures shall be adhered to:
 - ❖ Topsoil shall, in all cases (except when excavations are made in the river-bed), be handled as described in F 2.1 above.
 - ❖ Excavations shall take place only within the approved demarcated mining/prospecting area.
 - ❖ Overburden rocks and coarse material shall be placed concurrently in the excavations or stored adjacent to the excavation, if practicable, to be used as backfill material once the ore or gravel has been excavated.
 - ❖ Trenches shall be backfilled immediately if no ore or precious stone-bearing gravel can be located.

F 3.3.2 Rehabilitation of excavation areas

The following operating procedures shall be adhered to:

- The excavated area must serve as a final depositing area for the placement of tailings during processing.
- Rocks and coarse material removed from the excavation must be dumped into the excavation simultaneously with the tailings.
- Waste, as described in paragraph F 2.3.2 above, will not be permitted to be deposited in the excavations.
- Once excavations have been refilled with overburden, rocks and coarse natural materials and profiled with acceptable contours and erosion control measures, the topsoil previously stored, shall be returned to its original depth over the area.
- The area shall be fertilised if necessary to allow vegetation to establish rapidly. The site shall be seeded with a local or adapted indigenous seed mix in order to propagate the locally or regionally occurring flora.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on

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the soil arising from the mining/ prospecting operation, be corrected and the area be seeded with a vegetation seed mix to his or her specification.

F 3.4 PROCESSING AREAS AND WASTE PILES (DUMPS)

F 3.4.1 Establishing processing areas and waste piles

- Processing areas and waste piles shall not be established within 100 metres of the edge of any river channel or other water bodies.
- Processing areas should be established, as far as practicable, near the edge of excavations to allow the waste, gravel and coarse material to be processed therein.
- The areas chosen for this purpose shall be the minimum reasonably required and involve the least disturbance to vegetation.
- Prior to development of these areas, the topsoil shall be removed and stored as described in paragraph F 2.1 above.
- The location and dimensions of the areas are to be indicated on the layout plan and once established, the processing of ore containing precious stones shall be confined to these areas and no stockpiling or processing will be permitted on areas not correctly prepared.
- Tailings from the extraction process must be so treated and/or deposited that it will in no way prevent or delay the rehabilitation process.

3.1.1.11 F 3.4.2 Rehabilitation of processing areas

- Coarse natural material used for the construction of ramps must be removed and dumped into the excavations.
- On completion of mining/prospecting operations, the surface of the processing areas especially if compacted due to hauling and dumping operations, shall be scarified to a depth of at least 300mm and graded to an even surface condition and the previously stored topsoil will be returned to its original depth over the area.
- Prior to replacing the topsoil the material that was removed from the processing area will be replaced in the same order as it originally occurred.
- The area shall then be fertilised if necessary to allow vegetation to establish rapidly. The site shall be seeded with a local, adapted indigenous seed mix.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a seed mix to his or her specification.

F 3.5 FINAL REHABILITATION

- All infrastructure, equipment, plant, temporary housing and other items used during the mining period will be removed from the site (section 44 of the MPRDA)

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- Waste material of any description, including receptacles, scrap, rubble and tyres, will be removed entirely from the mining area and disposed of at a recognised landfill facility. It will not be permitted to be buried or burned on the site.
- Final rehabilitation shall be completed within a period specified by the Regional Manager.

F 4 MONITORING AND REPORTING

F 4.1 INSPECTIONS AND MONITORING

- Regular monitoring of all the environmental management measures and components shall be carried out by the holder of the prospecting right, mining permit or reconnaissance permission in order to ensure that the provisions of this programme are adhered to.
- Ongoing and regular reporting of the progress of implementation of this programme will be done.
- Various points of compliance will be identified with regard to the various impacts that the operations will have on the environment.
- Inspections and monitoring shall be carried out on both the implementation of the programme and the impact on plant and animal life.
- Visual inspections on erosion and physical pollution shall be carried out on a regular basis.

Regulation 55 promulgated in terms of the MPRDA requires the following:

- i. Monitoring and performance assessments of environmental management programme or plan
- (1) *As part of the general terms and conditions for a prospecting right, mining right or mining permit and in order to ensure compliance with the approved environmental management programme or plan and to assess the continued appropriateness and adequacy of the environmental management programme or plan, the holder of such right must-*
- (a) *conduct monitoring on a continuous basis;*
(b) *conduct performance assessments of the environmental management programme or plan as required; and*
(c) *compile and submit a performance assessment report to the Minister to demonstrate adherence to sub-regulation (b).*
- (2) *The frequency of performance assessment reporting shall be-*
- (a) *in accordance with the period specified in the approved environmental management programme or plan, or, if not so specified;*
(b) *as agreed to in writing by the Minister; or*
(c) *biennially (every two years).*
- (3) *The performance assessment report, shall be in the format provided in guidelines that will from time to time be published by the Department and shall as a minimum contain-*
- (a) *information regarding the period that applies to the performance assessment;*
(b) *the scope of the assessment;*

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- (c) *the procedure used for the assessment;*
 - (d) *the interpreted information gained from monitoring the approved environmental management programme or plan;*
 - (e) *the evaluation criteria used during the assessment;*
 - (f) *the results of the assessment; and*
 - (g) *recommendations on how and when deficiencies that are identified and/or aspects of non-compliance will be rectified.*
- (4) *The holder of a prospecting right, mining right or mining permit may appoint an independent qualified person(s) to conduct the performance assessment and compile the performance assessment report provided that no such appointment shall relieve the holder of the responsibilities in terms of these regulations.*
- (5) *Subject to section 30(2) of the Act, the performance assessment report submitted by the holder shall be made available by the Minister to any person on request.*
- (6) *If upon consideration by the Minister, the performance assessment executed by the holder is not satisfactory or the report submitted by the holder is found to be unacceptable, the holder must-*
- (a) *repeat the whole or relevant parts of the performance assessment and revise and resubmit the report; and/or*
 - (b) *submit relevant supporting information; and/or*
 - (c) *appoint an independent competent person(s) to conduct the whole or part of the performance assessment and to compile the report.*
- (7) *If a reasonable assessment indicates that the performance assessment cannot be executed satisfactorily by the holder or a competent person(s) appointed by the holder, the Minister may appoint an independent performance assessment person(s) to conduct such performance assessment. Such appointment and execution shall be for the cost of the holder.*
- (8) *When the holder of a prospecting right, mining right or mining permit intends closing such operation, a final performance assessment shall be conducted and a report submitted to the Minister to ensure that-*
- (a) *the requirements of the relevant legislation have been complied with;*
 - (b) *the closure objectives as described in the environmental management programme or plan have been met; and*
 - (c) *all residual environmental impacts resulting from the holder's operations have been identified and the risks of latent impacts which may occur have been identified, quantified and arrangements for the management thereof have been assessed.*
- (9) *The final performance assessment report shall either precede or accompany the application for a closure certificate in terms of the Act.*

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3.1.1.12 F 4.2 COMPLIANCE REPORTING / SUBMISSION OF INFORMATION

- Layout plans will be updated on a regular basis and updated copies will be submitted on a biennial basis to the Regional Manager
- Reports confirming compliance with various points identified in the environmental management programme will be submitted to the Regional Manager on a regular basis and as decided by the said manager.
- Any emergency or unforeseen impact will be reported as soon as possible.
- An assessment of environmental impacts that were not properly addressed or were unknown when the programme was compiled shall be carried out and added as a corrective action.

F 5 CLOSURE

When the holder of a prospecting right, mining permit or reconnaissance permission intends closing down his/her operations, an environmental risk report shall accompany the application for closure. The requirements of such a risk report is contained in Regulation 60 of the Regulations promulgated in terms of the Act and is quoted below:

F 5.1 ENVIRONMENTAL RISK REPORT

"An application for a closure certificate must be accompanied by an environmental risk report which must include-

- (a) *the undertaking of a screening level environmental risk assessment where-*
- (i) *all possible environmental risks are identified, including those which appear to be insignificant;*
 - (ii) *the process is based on the input from existing data;*
 - (iii) *the issues that are considered are qualitatively ranked as –*
 - (aa) *a potential significant risk; and/or*
 - (bb) *a uncertain risk; and/or*
 - (cc) *an insignificant risk.*
- (b) *the undertaking of a second level risk assessment on issues classified as potential significant risks where-*
- (i) *appropriate sampling, data collection and monitoring be carried out;*
 - (ii) *more realistic assumptions and actual measurements be made; and*
 - (iii) *a more quantitative risk assessment is undertaken, again classifying issues as posing a potential*

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- significant risk or insignificant risk.*
- (c) *assessing whether issues classified as posing potential significant risks are acceptable without further mitigation;*
 - (d) *issues classified as uncertain risks be re-evaluated and re-classified as either posing potential significant risks or insignificant risks;*
 - (e) *documenting the status of insignificant risks and agree with interested and affected persons;*
 - (f) *identifying alternative risk prevention or management strategies for potential significant risks which have been identified, quantified and qualified in the second level risk assessment;*
 - (g) *agreeing on management measures to be implemented for the potential significant risks which must include-*
 - (i) *a description of the management measures to be applied;*
 - (ii) *a predicted long-term result of the applied management measures;*
 - (iii) *the residual and latent impact after successful implementation of the management measures;*
 - (ii) *time frames and schedule for the implementation of the management measures;*
 - (iii) *responsibilities for implementation and long-term maintenance of the management measures;*
 - (iv) *financial provision for long-term maintenance; and*
 - (v) *monitoring programmes to be implemented."*

F 5.2 CLOSURE OBJECTIVES

Closure objectives form part of this EMPlan and must-

- (a) identify the key objectives for mine closure to guide the project design, development and management of environmental objectives;
- (b) provide broad future land use objective(s) for the site; and
- (c) provide proposed closure cost.

F 5.3 CONTENTS OF CLOSURE PLAN

A closure plan forms part of the EMP and must include the following:

- (a) a description of the closure objectives and how these relate to the prospecting or mine operation and its environmental and social setting;
- (b) a plan contemplated in Regulation 2(2), coordinated according to generally accepted standards, showing the land or area under closure;
- (c) a summary of the regulatory requirements and conditions for closure negotiated and documented in the environmental management programme or plan;
- (d) a summary of the results of the environmental risk report and details of identified residual and latent impacts;

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- (e) a summary of the results of progressive rehabilitation undertaken;
- (f) a description of the methods to decommission each prospecting or mining component and the mitigation or management strategy proposed to avoid, minimize and manage residual or latent impacts;
- (g) details of any long-term management and maintenance expected;
- (h) details of financial provision for monitoring, maintenance and post closure management, if required;
- (i) a plan or sketch at an appropriate scale describing the final land use proposal and arrangements for the site;
- (j) a record of interested and affected persons consulted; and
- (k) technical appendices, if any.

F 5.4 TRANSFER OF ENVIRONMENTAL LIABILITIES TO A COMPETENT PERSON

Should the holder of a prospecting right, mining permit or reconnaissance permission wish to transfer any environmental liabilities and responsibilities to another person or persons, the following will pertain:

- (1) An application to transfer environmental liabilities to a competent person in terms of section 48) of the Act, must be completed on Form O as set out in Annexure 1 to the Regulations and be lodged to the Minister for consideration.
- (2) The holder of a prospecting right, mining right or mining permit may transfer liabilities and responsibilities as identified in the environmental management plan and the required closure plan to a competent person as contemplated in Regulation 58.
- (3) When considering the transfer of environmental liabilities and responsibilities in terms of section 48) of the Act, the Minister must consult with any State department which administers any law relating to matters affecting the environment.
- (4) No transfer of environmental liabilities and responsibilities to a competent person may be made unless the Chief Inspector of Mines and the Department of Water and Sanitation have confirmed in writing that the person to whom the liabilities and responsibilities is transferred to, have the necessary qualifications pertaining to health and safety and management of potential pollution of water resources.

3.1.1.13 F 5.5 NOTES ON LEGAL PROVISIONS

NOTE: **The holder of a prospecting right, mining permit or reconnaissance permission must also take cognisance of the provisions of other legislation dealing with matters relating to conservation, and which include, *inter alia*, the following:**

- * National Monuments Act, 1969 (Act 28 of 1969).
- * National Parks Act, 1976 (Act 57 of 1976)
- * Environmental Conservation Act, 1989 (Act 73 of 1989)
- * National Environmental Management Act, 1998 (Act No. 107 of 1998)
- * Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965)
- * The National Water Act, 1998 (Act 36 of 1998)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- * Mine Safety and Health Act, 1996 (Act 29 of 1996)
- * The Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983).

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3.2 C5.2 Annex II - Abstracts of the Mine Health and Safety Act No. 29 of 1996 and Amendment Act No. 72 of 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

"mine" means, when –

- (a) "used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- (b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - (a) whether that substance is in solid, liquid or gaseous form;
 - (b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - (c) that has been formed by or subjected to a geological process.

"processing" means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and "process" has a similar meaning

"works" means any place, excluding a mine, where any person carries out-

- (a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or
- (b) Training at any central rescue station, or
- (c) The making, repairing, re-opening or closing of any subterranean tunnel, or

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(d) Any operations necessary in connection with any of the operational listed in this paragraph.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To printed on Contractors letter head)**

APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as **Commercial Manager**, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Deputy Director General who is our client, Moretele Local Municipality, Province' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on contract **MLM/W/VW/22-26– SCHEDULE D: WATER SUPPLY OF (MOEKA, GA MOTLE E, RATSIEPANE, KROMKUIL, MMAKAUNYANE AND NOROKI VILLAGES) WITH RETICULATION AND INSTALLATION OF YARD CONNECTIONS TO (MOEKA VILLAGE) – SCHEDULE D– 3.5ML RESERVOIR MAKAUNYANE STORAGE TANK, AND ELEVATED TANKS AT MOEKA, GA MOTLE**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:

Ensure that every employee under your control complies with the requirements of the Act.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I, _____, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to

In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

WITNESS: 1. 2.

NAME(Print): 1. 2.



Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To printed on Contractors letter head)**

APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETENT PERSON: REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)

I, _____ in my capacity as Commercial Manager, having been appointed in terms of Section 3(1) of the Act (as amended), by the Deputy Director General, who is our client, 'Moretele Local Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of Regulations 2.12.2 and 2.12.6 of the Act as amended, appoint _____ as Competent Person responsible for mine survey for the Contractor, _____ of address _____ and contact number, _____ on all contracts in the that are undertaken by the Contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: _____ DATE: _____

NAME: _____

SIGNED: _____ DATE: _____

NAME: _____

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To printed on Contractors letter head)**

APPOINTMENT AS COMPETENT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)

I, _____ ... in my capacity as **Commercial Manager**, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Deputy Director General, who is our client, 'Moretele Local Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint _____ as Competent Person in charge of machinery for the Contractor, _____ of address _____ and contact number, _____ ... on all contracts in the that are undertaken by the Contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention is further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: _____ DATE: _____

NAME:

SIGNED: _____ DATE: _____

NAME:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Dear Sir/ Madam

FINANCIAL GUARANTEE FOR THE REHABILITATION OF LAND DISTURBED BY MINING (EXECUTION OF ENVIRONMENTAL MANAGEMENT PROGRAMME)

1 Concerning the responsibility in terms of the Mineral and Petroleum Resources Development Act 28 of 2002, which is incumbent on

.....
(hereinafter referred to as "the mine owner") to execute the environmental management programme approved in terms of the provisions of the said Act for the mine known as

.....
situated in the magisterial district of Province

....., I/We, in my/our

Capacity/capacities of

and as duly authorized representative

.....
(Hereinafter referred to as "the guarantor") confirm that the amount of R

R..... (.....) is available to you for the purpose of executing the said environmental management programme.

2 The guarantor, who hereby waives the advantages of the exceptions non numerate pecuniae non causa debitiexecutionis et divisionis the meaning and the consequences of which is known to the guarantor undertakes to pay to you the said

sum of R..... (.....) upon receipt of a written claim from you to do so and the claim may be submitted by you, if (in your opinion and discretion) the mine owner fails or remains in default to execute the said environmental management programme, or if he ceases mining/prospecting operations, or if his estate is sequestrated, or if he should hand over his estate in terms of the Insolvency act which are applicable in the Republic of South Africa, or if the guarantor gives written notice to you in terms of clause 5 of this agreement. The said claim may be instituted by you at any stage commencing from the date of signature of this guarantee.

3 The said amount of R..... may be held by you on the condition that you, after having complied with all the provisions of the said environmental management programme, will give account to the guarantor of how the amount was appropriated and repay any inappropriate amount to the guarantor.

4 This undertaking is neither negotiable nor transferable, and –

(a) must be returned to the guarantor when giving account to the guarantor in terms of clause 3 above,

(b) shall lapse on the granting of a closure certificate in terms of the Minerals and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and

(c) shall not be construed as placing any other responsibility on the guarantor other than the paying of the guaranteed amount.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5 The guarantor reserves the right to withdraw from this guarantee after having given you at least three months written notice in advance of his intention to do so.

Yours faithfully

.....

ADDRESS:

.....

.....

.....

DATE:

- PLEASE NOTE:**
- (1) No amendments and/or additions to the wording of this Guarantee will be accepted.
 - (2) The address of the guarantee must be stated clearly.
 - (3) This guarantee must be returned to:

.....

.....

.....

.....

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

3.3 C5.4 Annex IV - Health and Safety Specification

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C5.4 OCCUPATIONAL HEALTH AND SAFETY

C5.4.1 SCOPE

This part of the specification has the objective to assist the principal contractor entering into a contract with Moretele Local Municipality, to comply with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) (OH&S) **and Construction Regulations to the Act as amended in 2014**. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees and those of his Mandataries. Principal and other contractors should, therefore, insist that this part of the specification form part of any contract that he may have with other contractors and/or suppliers.

This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.

C5.4.2 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C5.4.2.1 Hazard Identification and Risk Assessment (Construction Regulation 9, 2014)

C5.4.2.1.1 Risk Assessments

Paragraph C3.5.4 contains a generic list of risk assessment headings that have been identified by Moretele Local Municipality as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to tender.

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

C5.4.2.1.2 Development of Risk Assessments

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 7(1), 2014.

The risk assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the risk assessment, the principal contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to Moretele Local Municipality before construction on site commences. Despite the risk assessments listed in paragraph C3.5.4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline risk assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments

All variations to the scope of work shall similarly be subjected to a risk assessment process.

C5.4.2.1.3 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide Moretele Local Municipality, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph C3.5.2.1.3.

C5.4.2.2 Legal Requirements

A principal contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.
- Where work is being carried out on a "mine", the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C5.4.2.3 Structure and Responsibilities

C5.4.2.3.1 Overall Supervision and Responsibility for OH&S

It is a requirement that the principal contractor, when he appoints contractors (Subcontractors) in terms of Construction Regulations 7(1)(a - g), 7(2)(a - e), 7(3)(4)(5)(6)(7)(8) includes in his agreement with such Contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatary"
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his/their respective appointment forms.

C5.4.2.3.2 Further (Specific) Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Ref. Section/Regulation in OHS Act	Batch Plant Supervisor	(Construction Regulation 8(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor		(Construction Regulation 23)
Demolition Supervisor		(Construction Regulation 14)
Drivers/Operators of Construction Vehicles/Plant		(Construction Regulation 23)
Electrical Installation and Appliances Inspector		(Construction Regulation 24)
Emergency/Security/Fire Coordinator		(Construction Regulation 29)
Excavation Supervisor		(Construction Regulation 13)
Explosive Powered Tool Supervisor		(Construction Regulation 21)
Fall Protection Supervisor		(Construction Regulation 10)
First Aider		(General Safety Regulation 3)
Fire Equipment Inspector		(Construction Regulation 29)
Formwork & Support work Supervisor		(Construction Regulation 12)
Hazardous Chemical Substances Supervisor		(HCS Regulations)

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Incident Investigator 29)	(General Admin Regulation
Ladder Inspector 13A)	(General Safety Regulation
Lifting Equipment Inspector Regulation 22)	(Construction
Materials Hoist Inspector OH&S Committee Section 19)	(Construction Regulation 19) (OHS Act
OH&S Officer	(Construction Regulation 8(5))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery 2)	(General Machinery Regulation
Scaffolding Supervisor	(Construction Regulation 16)
Stacking & Storage Supervisor	(Construction Regulation 28)
Structures Supervisor	(Construction Regulation 11)
Suspended Platform Supervisor	(Construction Regulation 17)
Tunnelling Supervisor	(Construction Regulation 15)
Vessels under Pressure Supervisor Pressure Regulations)	(Vessels under
Working on/next to Water Supervisor Regulation 26)	(Construction
Welding Supervisor	(General Safety Regulation 9)

In addition, Moretele Local Municipality requires that a Traffic Safety Officer be appointed. The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to Provincial Department of Public Works and Roads. All changes shall also be communicated to Moretele Local Municipality.

The principal contractor shall, furthermore, provide Moretele Local Municipality with an organogram of all contractors that he has appointed or intends to appoint and keep this list updated and prominently displayed on site. Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a competent construction safety officer.

C5.4.2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7) OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C5.4.2.3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

C5.4.2.3.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

C5.4.2.4 Administrative Controls and the Occupational Health & Safety File

C5.4.2.4.1 The OH&S File (Construction Regulation 7 (1b) of 2014)

As required by Construction Regulation 7(1b), the principal Contractor and other Contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 4)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 4 (g))
- OH&S plan agreed with the Client including the underpinning risk assessment/s and method statements (Construction Regulation 7 (1a))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 7 (1e))
- A list of Contractors (sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 7)
- Appointment/designation forms as per paragraphs C3.5.2.1.1 and C3.5.2.1.2.
- Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register - Asbestos demolition and stripping register
 - Batch plant inspections
 - Construction vehicles and 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 and -appliances (including portable electrical tools)
 - Excavations inspection

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Explosive powered tool inspection, maintenance, issue and returns register (incl. cartridges and nails)
- Fall protection inspection register
- First aid box contents
- Fire equipment inspection and maintenance
- Formwork and support work inspections
- Hazardous chemical substances record
- Ladder inspections
- Lifting equipment register
- Materials hoist inspection register
- Machinery safety inspection register (incl. machine guards, lock-outs etc.)
- Scaffolding inspections
- Stacking and storage inspection
- Inspection of structures
- Inspection of suspended platforms
- Inspection of tunnelling operations
- Inspection of vessels under pressure
- Welding equipment inspections
- Inspection of work conducted on or near water
- All other applicable records including traffic safety officer reports.

Moretele Local Municipality will conduct an audit on the OH&S file of the principal contractor from time-to-time.

C5.4.2.5 Notification of Construction Work (Construction Regulation 4, 2014)

The principal contractor shall, where the contract meets the requirements laid down in Construction Regulation 4, 7 days before works is carried out 3, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to Moretele Local Municipality for record keeping purposes.

C5.4.5.2.6 Training and Competence

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractors' personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C5.4.2.7 Consultations, Communication and Liaison

OH&S liaison between the client, the principal contractor, and the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph C3.5.2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their supervisors, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc. The principal contractors' most senior manager on site shall be required to attend all OH&S meetings.

C5.4.2.8 Checking, Reporting and Corrective Actions

C5.4.2.8.1 Monthly Audit by Client (Construction Regulation 5(1)(n-o))

Moretele Local Municipality will conduct monthly audits to comply with Construction Regulation 5(1)(n-o) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

C5.4.2.8.2 Other Audits and Inspections by Moretele Local Municipality

Moretele Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

C5.4.2.8.3 Contractor's Audits and Inspections

The principal contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as of with this specification.

C5.4.2.8.4 Inspections by OH&S Representative's and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

C5.4.2.8.5 Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C5.4.2.9 Accidents and Incident Investigation (General Administrative Regulation 9)

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register listed in paragraph C3.5.2.4.1.

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

C5.4.2.10 Reporting

The principal contractor shall provide Moretele Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

C5.4.3 OPERATIONAL CONTROL

C5.4.3.1 Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- to be conversant with Regulations 8 to 29 (inclusive);
- to comply with their provisions; and
- to include them in his OH&S plan where relevant.

C5.4.3.2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph C3.5.3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C5.4.3.3 Personal and Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall 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 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 shall 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 a hazardous environment.

It is a further requirement that the contractor maintains the said equipment 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 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 principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

C5.4.3.4 Other Regulations

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

C5.4.3.5 Public Health and Safety (Section 9 of the OH&S Act)

The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers-by to the site

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C5.4.4 PROJECT/SITE SPECIFIC REQUIREMENTS

C5.4.4.1 List of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and 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 work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes and lightning
- Exposure to noise
- Exposure to vibration
 - Protection against dehydration and heat exhaustion
 - Protection from wet and 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
- Welding including - Arc welding
 - Gas welding

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Flame cutting
- Use of LP gas torches and appliances
- Loading and offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and 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 and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2