TENDER DOCUMENT

Project Name	Project Number
UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)	TECH-003-2026/27

Contact : **Technical Services**

Tel : **(015) 501 2300**
Fax : **(015) 501 0419**

COMPANY NAME	
TENDER AMOUNT	

CIDB GRADING: 6CE OR HIGHER

mig | Municipal Infrastructure Grant

EXPANDED PUBLIC WORKS PROGRAMME

A. VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.
- "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.

a. CLIENT, EMPLOYER, MOLEMOLE LOCAL MUNICIPALITY, MUNICIPALITY

b. BID, TENDER AND VARIATIONS THEREOF

c. JOINT VENTURE / CONSORTIUM

d. TENDERER, BIDDER, CONTRACTOR

B. FULL DESCRIPTION OF THE TENDER

- Molemole Local municipality [MLM] would like to appoint a competent service provider registered on the National Central Supplier Database, for the UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR).
- To achieve this, the service provider will work under the direction and instruction of the Technical Services (PMU Division) and will be: UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR).
- The municipality will enter into an agreement with the appointed service provider to clarify terms and conditions during the duration of the project.

C. ACCURACY OF REQUEST FOR TENDER

- Whilst all due care has been taken in connection with the preparation of this bid document, Molemole Local Municipality [MLM] makes no representations or warranties that the content in this bid document or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. MLM, its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

- If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid document or any other information provided by MLM (other than minor clerical matters), the Bidder must promptly notify MLM in writing of such discrepancy, ambiguity, error or inconsistency in order to afford MLM an opportunity to consider what corrective action is necessary (if any).

- Any actual discrepancy, ambiguity, error or inconsistency in this document or any other information provided by the MLM will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

Molemole Municipality

1. RULES FOR BIDDING

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:

2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.

2.2 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.

2.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business **seven (7) calendar days** before the deadline for the submission of the bids. All written questions must be addressed to email: PhaahlaK@molemole.gov.za .

2.4 The municipality reserves the right to return late bid submission unopened.

2.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.6 Bidders must attach proof of parties involved in the joint venture.

2.7 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”

2.8 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears.

2.9 All Pages within the Bid document **must** be fully initialized and or signed by Company Director.

2.10 If at anytime during the project implementation phase the **rates** or **prices** are found to be abnormal, irregular and or not market related among other things, the Engineer may after

written approval from the Municipality revise them to a practical or market related rate. The amount on the **form of offer** will be considered as the final cost of works.

2.11 In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Molemole Local Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision

2.12 An appeal must contain the following:

2.12.1 Reasons and/or grounds for the appeal

2.12.2 The way in which the appellants rights have been affected

2.12.3 Remedy sought by appellant

2.13 Appeals must be submitted in writing to the Manager: Legal Services (Attention Mr. N.J Moleele) Mogwadi Head Office, 303 Church Street, Private Bag X44 Mogwadi, 0715. Email: moleelej@molemole.gov.za.

2.14 Bidders will be disqualified if:

2.14.1.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

2.14.2 They are bankrupt or being wound up, are having their affairs administered by the courts,

2.14.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

2.14.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;

2.15 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

- Who is in the service of the state, or;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
- Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

2.16 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.

2.17 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.

2.18 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.

2.19 Bidders are advised to fully index and attach a table of contents for their attachments.

2.20 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document.

2.21 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.

2.22 Fully completed and signed tender documents must be deposited into the tender box located at Mogwadi old building, next to Cashier's office.

2.23 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

CONTENTS

PART T1: BIDDING PROCEDURES

T1.1 Notice and Invitation to Bid .....

T1.2 Bid Data.....

PART T2: RETURNABLE DOCUMENTS

T2.1 Returnable Schedules required for Bid Evaluation Purposes .....

T2.2 Other Documents required for Bid Evaluation Purposes .....

T2.3 Returnable Schedules that will be incorporated in the Contract.....

PART T3: TENDER SPECIFICATION.....

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance .....

PART C2: PRICING DATA

C2.1 Pricing Instructions .....

Part C3: Scope of Work

C650 Scope of work.....

C3.2 Standard Specifications .....

ANNEXURE

ANNEXURE A_TENDER DRAWINGS.....

Invitation to Tender

TECH-002-2026/27: UPGRADING OF MOGWADI SPORTS FACILITY PHASE2 (MULTI-YEAR)

BIDS ARE HEREBY INVITED FOR UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR).

Bid documents are downloadable from Molemole Local Municipality website as from 06th **July 2026.** Bidder is responsible to print the downloaded bid document, and the bid document must be completed in full.

NB. A compulsory clarification meeting with the relevant representatives of the Municipality will take place as follows:

Project Number	Bid Description	CIDB/Minimum requirement	Compulsory Briefing Session	Preference Point System	Closing Date and Time	Contact Person
TECH-003-2026/27	UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)	6CE or Higher	Date:09 July 2026 Time: 10h00 Venue: Mogwadi Tennis Court	80/20 preference point system. 100 Points Functionality 80% minimum qualifying score for evaluation on 80/20	31 July 2026 @ 11h00am	Mr. Kgomogoroga Phaahla Tel:015 501 2300

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked TENDER" Description of Project / Project Number" as mentioned above. Closing date of this tender is **31 July 2026 @11h00am** and should be deposited in the tender box at the Mogwadi Municipal Offices. Documents returned after the date and time will be returned unopened.

The Bid box is generally open during office hours, 08h00 to 16h30, Mondays to Fridays. Bidders should ensure that bids are delivered timeously to the correct address.

If the bid is late, it will not be accepted for consideration.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2011, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (Second Edition) (2015).

The Municipality shall adjudicate and award bids in accordance with Specific Goals contribution on 80/20-point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for **90 (ninety) days**.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations)

Only bidders who are registered in the relevant contractor category in the Construction Industry Development Board Register of Contractors will be considered. This requirement will remain in force as long as it is a requirement of the CIDB is **6CE** or higher.

The Joint Ventures, all companies, which are part of the joint venture, must be registered with the CIDB. The Joint Venture that meets the grading for the bid will be considered.

Enquiries related to this bid should be addressed to Mr. Kgomogoroga Phaahla at telephone number (015) 501 2300 during working hours.

Mr. KE Makgatho
Municipal Manager
Molemole Municipality
Mogwadi, 0715

T1.2 BID DATA

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager MOLEMOLE Local Municipality 303 Church Street MOGWADI 0715
F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following **Valid documents** to the tender document: **a)** The recent up-to-date central supplier database (CSD) registration report detailing all compliance requirements; [Last verified between the advert date and the closing date]; **b)** Valid Tax compliance status pin **c)** Copy of the statement of municipal rates and taxes (not in arrears for more than three (3) months before the closing date), if renting a Valid lease agreement and owner's proof of municipal rates must be submitted and Latest (3) months Proof of payment of rental fee must be submitted. If the bidder is operating where municipal rates are not applicable, a Stamped proof of residence from the traditional authority must be submitted (not older than three (3) months) Attach for both the company and of its directors, where applicable **d)** Valid copy of CIDB grading of 6CE or higher

	e) Letter of good standing (COIDA) from Department of employment.(Nature of Business: Civil/Roads/Building) **f)** Joint venture/consortium agreements (if applicable); **g)** Submit the above documents (a to e) for each company if bidding as a joint venture/consortium;

	Note: Failure to attach the above documents will lead to automatic rejection of your Bid.
F.1.11 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers Immediately after the closing time **11H00** on the closing date **31/07/2026** Location: Molemole Local Municipality- Old Municipal Building 303 Church Street Mogwadi 0715 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will **not** be followed.
F.1.12 ARITHMETICAL ERRORS	a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall take precedence. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected. c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.
F.1.13 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the **80/20** preference point system. - where 80 points will be allocated in respect of price - 20 points will be allocated towards specific goals Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system

F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Molemole Municipality is **one.**
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity. 4 The bid document shall be submitted as a whole and shall **not** be submitted in parts. 5 **List of returnable documents (PART T2) must be completed in full.** (i.e.: A bidder's company profile **will not** be used by the MLM to complete PART T2 on behalf of the bidder) **NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.**
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.1	Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit Bids.

F.2.7 CLARIFICATION MEETING	Date : 09 July 2026 Time : 10H00 AM Venue : Mogwadi Tennis Court
F.2.13.2 SUBMITTING A TENDER OFFER	The **whole original** bid document, **as issued by the Municipality**, shall be submitted**. No copies will be accepted.** Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: **31 July 2026** Time : **11H00** It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. **Late, faxed or e-mailed tenders will not be considered.**
F.2.14.1	Project duration for this project will be determined after signing the Service Level Agreement
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.
F.2.18	The Bidder must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
	Labour Content: The minimum Labour content for this project shall be 20 work opportunities whichever is higher.

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.650. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

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

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such

cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents[i]

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.

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue while delivering copiers to the employer.

F.2.10 Pricing the tender offer

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

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the copiers, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid or TIPPEX are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

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

F.2.13 Submitting a tender offer

F.2.1650 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original 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.

F.2.13.5 Seal the original package marking the package as “ORIGINAL”

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer‘s address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

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

F.2.16 Tender Offer Validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. The tender validity period for this contract is 90 days after bid closes.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.650 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

a. Complies with the requirements of these Conditions of Tender,

b. Has been properly and fully completed and signed, and

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.

b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total 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 rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

F.6500 Clarification of a tender offer

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

F.6501 Evaluation Methodology

a. In addition to all items highlighted under Page 2 titled **"Very Important Notice on Disqualifications",** the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
b. Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

F.6503 Acceptance of tender offer

F.650650 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.6503.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.6504 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

F.6504 **Municipality's right to accept or reject any or all Bids**

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Appoint the lowest bidder
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.6505. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.6506 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.6507 Provide copies of the contracts

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

2. List of attachments required for Evaluation Purposes

a. The recent up-to-date central supplier database (CSD) registration report detailing all compliance requirements; [Last verified between the advert date and the closing date];
b. Valid Tax compliance status pin
c. Copy of the statement of municipal rates and taxes for the company and of its directors (not in arrears for more than three (3) months), if renting a lease agreement and lessee rental payment proof of (3) months rates must be submitted, If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months).**Attach for both the company AND of its directors, where applicable**
d. Valid copy of CIDB grading of 6CE or higher
e. Letter of good standing (COIDA) from Department of employment.(Nature of Business: Civil/Roads/Building)
f. Joint venture/consortium agreements (if applicable);
g. Submit the above documents (a to e) for each company if bidding as a joint jointure/consortium;

3. EVALUATION METHODOLOGY

Bids will be evaluated in terms of the following 2 stages:

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 80% ((rounded to the nearest decimal point)) for functionality (quality) in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specific Goal points). Bidders that score less than 80% (rounded to the nearest decimal point) will be disqualified.
NB: Only the combined Price & Specific Goal points will determine the highest point scoring bidder to be awarded the contract.

Guidelines for Evaluation using the Weighting method

Score sheets will be prepared and provided to panel members to evaluate the bids.

Stage 1: Evaluation on Functionality

Criteria	**Weights**	**Applicable Values**
Company Experience	**40**	Poor = 1 Average = 2 Good = 3 Very good = 4 Excellent = 5
3x Successfully completed traceable projects in construction of Sports Facilities. (attach **3 appointment** letters and **3 completion** certificates**)**		
Proposed key personal (4)	**40**	
Contracts Manager **(15)** Attach the following: • CV indicating a minimum of Fifteen (15) years' proven experience in Construction and managing Civil Engineering projects. • Certified copy of NQF Level 7 qualification in Civil Engineering or higher, • Copy Certified of NQF Level 6 Certificate for Managing Labor Intensive Construction Civil Projects • Copy of Valid ECSA Registration certificate as Pr. Technologist or Engineer. • Copy of Valid Professional Construction Project Manager certificate with SACPCMP (The South African Council for the Project and Construction Management Professions) ***Site Agent*** **(10)** Attach the following:		

• CV indicating a minimum of ten (10) years' proven experience in Construction and managing Civil Engineering projects. • Certified copy of NQF Level 7 qualification in Civil Engineering or higher, • Copy of Valid Certified NQF Level 5 Certificate for Supervising Labor Intensive Construction Civil Projects • Copy of Valid ECSA Registration certificate as a Pr. Technician **<u>Site Foremen (10)</u>** Attach the following: • CV indicating a minimum of Eight (8) years' proven experience in construction and supervising Civil Engineering Projects. • Certified copy of NQF Level 6 qualification in Civil Engineering or higher. • Copy of Valid Certified EPWP NQF 4 to Implementing Labour- Intensive Construction Processes **<u>OHS Officer (05)</u>** Attach the following: • CV indicating 5 years' experience in construction related projects • Certified copy of Occupational health and safety certificate NQF Level 5.		
Plant and equipment	**20**	
Plant and equipment • 1x Grader • 1x Smooth drum roller (15 ton) • 2x (10 m^3) tipper trucks • 1x Water tankers (9 000 litter or larger) • 1x TLB/Loaders • 1x 20 Ton Excavator This equipment can be owned or rented. Attach proof of ownership by the bidder and intention to lease letter/agreement with proof of ownership by the lessor for each plant if renting.		
Total functionality Score	**100**	

N.B. The Municipality reserves the right to verify the authenticity of the attachments relating to the above. Bidders will be disqualified and possible legal action will be taken if it can be found that a Bidder submitted fake documents.

Stage 2: Evaluation on Price and Specific Goals

Bidders must attach following supporting documents to claim points. Failure to attach the valid documents shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

Preference Points for specific Goals	Means of Verification	Points
People or Business residing within Molemole Local Municipality	Statement of municipal rates or Proof of residents from Traditional Authority with the same address as the address on the CSD.	5
Woman-ownership of 51% and above (less than 51% of woman ownership prorate will apply)	Identification Document and Company and Intellectual Property Commission (CIPC) document.	5
People with Disability	Medical Report indicating Disability	5
Youth (18 to 34 years) ownership of 51% and above (less than 51% prorate will apply)	Identification Document	5

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES .....

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....

T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT.....

NOTE:

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

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS *(NOT APPLICABLE TO THIS BID)*

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED *(NOT APPLICABLE TO THIS BID)*

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

[PLEASE NOTE IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED]

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

a) Total Turnover in the previous financial year? R_____

b) Estimated turnover for current financial year? R_____

List your current contracts and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]

[PLEASE ATTACH A CERTIFIED COPY OF THE CERTIFICATE]

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

[N.B. COMPULSORY: TO BE USED FOR EVALUATION PURPOSES]

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

Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD

FORM 2.1.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS [IF NOT WRITE N/A ACROSS THE TABLE]

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of sub-contractor	B % HDI owner-ship	c = a x b Total contribution to HDI ownership
Total % of contract sub-contracted		**Total contribution of HDI ownership:**		

FORM 2.1.5 FINANCIAL REFERENCES

- **FINANCIAL STATEMENTS (delete which is not applicable)**

I/We_____(name of authorized representative

Agree / Disagree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

- **DETAILS OF BIDDING ENTITY'S BANK**

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

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	( )
Account number	
Type of account, (i.e. cheque account)	
Bank rating [A, B, C, etc.]	

Note: Information supplied will be treated with the strictest confidence

Affix dated bank stamp here

FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

DESCRIPTION

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid
Attach additional information on separate sheets and initial all of them

PAGE	DESCRIPTION

MOGWADI SPORTS FACILITY PHASE 2

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.5 MBD 9

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

FORM 2.2.2 DECLARATION:

I/ We, the undersigned:

(a) bid to MOGWADI SPORTS FACILITY PHASE 2, described both in this and the other Schedules to this Contract to which I shall annex my signature;

(b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;

(c) further agree to be bound by those conditions, set out in, “PARTS T1; T2; C1; C2; and C3”, attached hereto, should this bid be accepted;

(d) confirm that this bid may only be accepted by Molemole Local Municipality by way of a duly authorised Letter of Acceptance within stipulated timeframe from the appointment letter;

(e) declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;

(f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between MLM and the undersigned.

(g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;

(h) acknowledge that the information furnished is true and correct;

(i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of MLM that the claims are correct. If the claims are found to be inflated, MLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by MLM as a result of the award of the contract and/or cancel the contract and claim any damages which MLM may suffer by having to make less favourable arrangements after such cancellation;

(j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months, and

(k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

[PLEASE SIGN ON BEHALF OF THE BIDDER]

Signed at_____on this_____day of_____20_____

Authorised Signature: _____

Name of Bidding Entity: _____ Date: _____

_____

As witness: _____

FORM 2.2.3 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

650 Are you presently in the service of the state* **YES / NO** _____

If yes, furnish particulars _____

3.2 Have you been in the service of the state for the past twelve (12) months? **YES /NO**

* SCM 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.

If yes, furnish particulars _____

3.3 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 _____

If yes, furnish particulars _____

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

If yes, furnish particulars _____

_____

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

If yes, furnish particulars _____

_____

I, THE UNDERSIGNED (NAME) _____

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

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

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

_____ _____

Signature Date

_____ _____

Position Company Name

MBD 9

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

a) This Standard Bidding Document (MBD) must form part of all bids[1] invited.

b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2]

c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   ii. 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.

d) 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.

e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of _____

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;

e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

_____	_____
Signature	**Date**
_____	_____
Position	**Name of Bidder**

PART T3: TENDER SPECIFICATIONS

BID SPECIFICATION

3.1 Services to be rendered at address:

Mogwadi

3.2 Work Description (scope)

MINIMUM SPECIFICATION TABLE OF ELEMENTS/COMPONENTS OF THE SERVICE

The project is located in Mogwadi, within the Molemole Municipality under Capricorn District Municipality within Limpopo Province. The area falls under Ward 10 of the Molemole Municipality in terms of the municipality's ward demarcations. The two areas are located about 63km North of Polokwane heading to Alldays to P9481 (R521) provincial road, in Molemole Local Municipality, Limpopo Province. The successful bidder will be expected ***to undertake construction of the following but not limited to:***

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (Multi-Year), with the following proposed description of works to be constructed:

1. New athletics track surfaced with 25mm Asphalt and Styrene Butadiene Rubber (SBR) layer, sprayed with Red Polyurethane sealing coating layers and painted
2. Complete 450-seater pre-cast concrete grandstand with roof structure and steel handrails.
3. New guard house.
4. New additional ablution facilities.
5. New dressing rooms and management centre facilities.
6. New outdoor gym, complete with equipment.
7. Indigenous outdoor areas.
8. Extension of water reticulation and fire water.
9. Extension of sewer reticulation.
10. Internal and external access roads and parking areas:
11. Electrical installations, facility lighting and general signages.
12. Labour Intensive Construction to create Work Opportunities.

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

FORM 2.650 RECORD OF ADDENDA TO BID DOCUMENTS

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

FORM 2.650 RECORD OF ADDENDA TO BID DOCUMENTS
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

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

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

Attach additional pages if more space is required.

[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]

Signature of Authorized person: _____ Date: _____

Name of authorized person: _____ Position: _____

Molemole Municipality

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

C.1.3 CONTRACT DATA

C.1.4 DEMAND GUARANTEE AND RETENTION MONEY GUARANTEE

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER BY THE BIDDING COMPANY

THE EMPLOYER, IDENTIFIED IN THE ACCEPTANCE SIGNATURE BLOCK, HAS SOLICITED OFFERS TO ENTER INTO A CONTRACT IN RESPECT OF THE FOLLOWING WORKS: UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.
By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL AMOUNT INCLUSIVE OF VALUE ADDED TAX:

IN WORDS:

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____Capacity _____

(Bidding Company Name)_____

Name of Witness _____

Signature _____ Date: _____

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

1. 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

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

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

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

FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]

Signature(s)_____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

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.

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

FOR THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [PLEASE SIGN]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

MOLEMOLE LOCAL MUNICIPALITY

C.1.3 Contract Data

CONTENTS

C.1.3.1 Part 1: Data provided by the Employer

C.1.3.1.1 Conditions of Contract

C.1.3.1.2 Contract-specific Data

C.1.3.1.2.1 Compulsory Data

C.1.3.1.2.2 Variations to the General Conditions of Contract

C.1.3.1.2.3 Additional clauses to the General Conditions of Contract

C.1.3.1 . Part 1: Data provided by the Employer

C.1.3.1.1 Conditions of Contract

The Conditions of Contract are:

- The "General Conditions of Contract" as they appear in the commercially available publication "General Conditions of Contract for Construction Works, Third Edition, 2015", hereinafter referred to as "GCC 2015"; and

- Specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following Notes apply:

Note 1
The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

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

(a) The Form of Offer and Acceptance.
(b) Amendments to the General Conditions of Contract within the Contract Data.
(c) Additional conditions to the General Conditions of Contract within the Contract Data.
(d) Corrigenda to the General Conditions of Contract.
(e) The General Conditions of Contract.
(f) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2
Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C.1.3.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.3.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is **12 months**
1.1.1.14	The time for achieving Practical Completion is **six (6) months – (multi-year)**
1.1.1.15	The name of the Employer is **Molemole Local Municipality**
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	The address of the Employer is: Physical address: Civic Centre 303 Church Street MOGWADI, 1705 Postal address: Private Bag X44 MOGWADI 1705 e-mail address: PhaahlaK@molemole.gov.za . Contact numbers: Corporate: 015 501 2300 Direct: 015 501 0419
1.1.1.16	The name of the Employer's Agent is: **Engcor Engineering Consultants cc**
1.2.1.2	The address of the Employer's Agent is: **Physical address:** 11 Pierre Street IT Park Bendor Park POLOKWANE, 0699 **Postal address:** P O Box 158 POLOKWANE, 0700 **e-mail address:** info@engcorconsultants.co.za **Contact number: (015) 221 0729** **Fax: (086) 664 8925**

<table>
<tr><th>Clause</th><th>Data</th></tr>
<tr><td>3.3.1</td><td>The Employer’s Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:
<table>
<tr><th>GCC Clause No</th><th>Description</th><th>Requires EAWA*</th><th>Delegated to EAR*</th></tr>
<tr><td>3.3.1</td><td>Employer’s Agent’s Representative appointment and termination</td><td>Y</td><td></td></tr>
<tr><td>3.3.4</td><td>Employer’s Agent’s Representative acting on Engineer's behalf</td><td>Y</td><td></td></tr>
<tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr>
<tr><td>4.7.1</td><td>Fossils, etc on Site</td><td>Y</td><td></td></tr>
<tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr>
<tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr>
<tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr>
<tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr>
<tr><td>5.11.1</td><td>Suspension of the Works</td><td></td><td>Y</td></tr>
<tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr>
<tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr>
<tr><td>5.13.2</td><td>Reduction in penalty</td><td></td><td>Y</td></tr>
<tr><td>6.3.1</td><td>Variation orders</td><td>Y</td><td></td></tr>
<tr><td>6.3.2.1</td><td>Confirmation of a Variation Order</td><td>Y</td><td></td></tr>
<tr><td>6.4.1.4</td><td>Day works as a Variation Order</td><td>Y</td><td></td></tr>
<tr><td>6.5.2</td><td>Materials for day works</td><td>Y</td><td></td></tr>
<tr><td>6.8.2</td><td>Contract Price Adjustment to apply</td><td>Y</td><td></td></tr>
<tr><td>6.8.3</td><td>Price adjustment for special material</td><td>Y</td><td></td></tr>
<tr><td>6.8.4</td><td>Costs due to changes in legislation</td><td>Y</td><td></td></tr>
<tr><td>6.11.1</td><td>Variations exceeding 20%</td><td></td><td>Y</td></tr>
<tr><td>8.2.2.2</td><td>Damage due to excepted risks</td><td></td><td>Y</td></tr>
<tr><td>10.1.5</td><td>Consultation on Contractor's claim</td><td>Y</td><td>Y</td></tr>
<tr><td>10.1.5</td><td>Ruling on Contractor's claim</td><td>Y</td><td>N</td></tr>
</table></td></tr>
<tr><td></td><td>*The following abbreviations apply:
EAR Employer’s Agent’s Representative
EAWA Employer’s Agent’s Written Action
N No
NA Not Applicable
Y Yes</td></tr>
<tr><td>4.9.1</td><td>The Contractor shall deliver to the Employer’s Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.</td></tr>
</table>

Clause	Data
4.10.2	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). Initial programme (Refer to Clause 5.6). Security (Refer to Clause 6.2). Insurance (Refer to Clause 8.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is **14 Days.**
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	The non-working Days are Sundays. The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC),
	and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.

Clause	Data
6.8.2	Contract Price Adjustment: The contract shall be subject to Contract Price Adjustment. 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: a = 0.25 Labour b = 0.3 Contractor's equipment c = 0.35 Material d = 0.1 Fuel The Province wherein the larger part of the Site is located is **Mogwadi**. The applicable industry for the Producer Price Index for material is Diesel The area for the Producer Price Index for fuel is Example Fuel index area The base month is **December 2026**.
6.8.3	
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	The limit of **retention money is 10%** of the value of the Contract Price. **A Retention Money Guarantee is compulsory**. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.
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 a maximum of **10% (ten percent)** of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.
	Payment for labour-intensive component of the works *Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.*

Clause	Data
	Linkage of payment for labour-intensive component of works to submission of project data *The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.*
	Applicable Labour Laws *The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.*

C.1.3.1.2.2 Variations to the General Conditions of Contract

Clause	Data
2.5.1	**Cession** *Amend Clause 2.5.1 as follows:* *Delete the words* "without the written consent of the other"
5.14.5.1	**Consequences of Completion** *Amend Clause 5.14.5.1 as follows:* *In the second line, substitute the word* 'Guarantor' *with* 'Contractor'.
6.2	**Security** *Replace Sub-Clauses 6.2.1 and 6.2.2 with:* "The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer and shall conform in all respects to the format contained in the Contract Data. The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum. Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture. Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2.5 as amended in the Contract Data."
6.3	**Variations** *Amend Clause 6.3, as follows:* *In the first paragraph, third line, after the words* "or for any reason appropriate"*, add the phrase* ", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, " *Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words* "ascertaining the amount of the Contract Price": ", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."
6.3.2	**Orders for Variations to be in writing** Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.
6.9.2	**Definition of "materials"** *Amend Clause 6.9.2, as follows:* *Substitute the word* 'plant*' with* 'Plant'.
6.10.1	**Interim Payments** *Amend Clause 6.10.1.5 as follows:* *In the third line, add the words* 'not yet' *before the words* 'built into'

Clause	Data
6.10.5	**Payment of retention money** *Amend Clause 6.10.5 as follows:* *In the second line, add the words '*, if any,*' after the words '*Defects Liability Period'
6.10.6	**Set-off and delayed payments** *Amend Clause 6.10.6.2 as follows:* *Delete the words '*Contractor's Bank*' and substitute with the words '*Employer's Bank*'*
6.11	**Variations exceeding 15 per cent** *Replace the marginal heading with:* **"Variations exceeding 20 per cent"** *Replace* "**15 per cent**" *with* "20 per cent" *in the text of this Sub-Clause*
7.8.2	**Cost of making good of defects** *Amend Clause 7.8.2.1 as follows:* *In the first line, correct the spelling of '*therefore*'.*
8.3.1	**Excepted risks** *Amend Clause 8.3.1.12 as follows:* *In the second line, delete the words '*Employer or any of their*' and substitute with '*or any of its'.
8.6.6	**Contractor to produce proof of payment** "The Contractor shall before commencement of the Works produce to the Employer's Agent: 8.6.6.1 The policies by which the insurances are effected, 8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and 8.6.6.3 Proof of continuity of the policies for the required period.
	Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration. The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."
8.6.7	**Remedy on Contractor's failure to insure** *Delete sub-clause 8.6.7 and substitute with:* "Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."

Clause	Data
9.1.2	**State of emergency** *In the <u>fourth</u> line, delete the words '*supply of*' and substitute with '*availability of*'.*
9.2	**Termination by Employer** *Delete the contents of Clause 9.2 and substitute with:* "9.2.1 The Employer may terminate the Contract by written notice to the Contractor if: 9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or 9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or 9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or 9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or 9.2.1.5 The Contractor has abandoned the Contract. 9.2.2 If the Contractor: 9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or 9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or
	9.2.2.3 Has failed to proceed with the Works with due diligence, or 9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or 9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or 9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or 9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing,

Clause	Data
	then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract. 9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above. 9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

C.1.3.1.2.3 Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	**Definitions** *Add the following at the end of Sub-Clause 1.1.1:*
1.1.1.35	"Client", as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.
1.1.1.36	"Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
4.12	**Contractor's Superintendence** *Add the following sub-clause 4.12.4 to Clause 4.12:* "Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form. The Contractor's Construction Manager shall be on Site at all times when work is being performed. The person shall be subject to approval of the Employer's Agent in writing and shall not be replaced or removed from Site without the written approval of the Employer's Agent''.
5.6	**Programme** *Add the following sub-clause 5.6.6 to Clause 5.6:* "Failure on the part of the Contractor to deliver to the Employer's Agent, the • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents".
5.9.7	**Employer's Agent to approve Contractor's Designs and Drawings** *Add the following at the end of Sub-Clause 5.9.7* "All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer's Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".

Clause	Data
5.11	**Suspension of the Works** *Add the following sub-clause 5.11.7 to Clause 5.11:* "If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works. The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3. If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable."
5.12	**Extension of Time for Practical Completion** *Add the following at the end of Sub-Clause 5.12.2.2:* "The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula: $V = (Nw - Nn) + \left(\frac{Rw - Rn}{x}\right)$ where V = Extension of time in calendar days for the calendar month under consideration Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded Rw = Actual recorded rainfall for the calendar month Rn = Average rainfall for the calendar month, as derived from existing rainfall records x = 20
	The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work. The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn." For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.

Clause	Data
6.10	**Payments** *Add the following at the end of Sub-Clause 6.10.1:* "The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Employer's Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Employer's Agent. Issue by the Employer's Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer's Agent r". *Add the following at the end of Sub-Clause 6.10.1.5:*
	"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement. Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."
9.3	**Termination by the Contractor** *Add the following at the end of Sub-Clause 9.3:* 9.3.5"In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer's Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer's Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."

C.1.3.2 Part 2: Data provided by the Contractor

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the Contractor is: ....
1.2.1.2	The address of the Contractor is: Physical address: ....
1.2.1.2	Postal address: .... e-mail address: …… Contact numbers: Corporate: ..... Direct: ..... Mobile: ..... Fax: .....

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Bidder's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the: UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR) and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.
Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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

Unit	:	The unit of measurement for each item of work as defined in the SANS 1200: Standardized Specification for Civil Engineering Construction (formerly SABS 1200).
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of measurement at which the Bidder Bids to do the work.
Amount	:	The product of the quantity and the rate Bided for an item.
Sum	:	An amount Bided for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.
Prime Cost (or PC item)	:	A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials.[1]
Provisional Sum	:	A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the Bid stage and includes any allowance specifically made for unforeseen contingencies.[1]
Extra Over (or EO)	:	Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as “extra over” those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations apply. The term “extra over” invariably denoted double measurement, no deduction being made from one on account of the other.[1]

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

The clauses in a specification in which further information regarding the schedule item can be obtained appear under “Reference clause” in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications for this contract is SANS 1200.

11. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
m	=	kilometre
m-pass	=	kilometre-pass
kPa	=	kilopascal

kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m^2	=	square metre
m^2-pass	=	square metre-pass
m^3	=	cubic metre
m^3-m	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

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

13. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

14. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards)

15. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount Bided such items.

16. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid (medical examination included) and pension contributions, government levies and taxes, training costs and any costs associated with living on the site.

17. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

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

20. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

RATES AND PRICES

20.1 General

a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

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

c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

d) 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 Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

20.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

20.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) 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.

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.

20.4 Labour Intensive work

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

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

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

21. No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

MOLEMOLE LOCAL MUNICIPALITY

PROJECT DESCRIPTION: UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

C3.2 BILL OF QUANTITIES

BILL OF QUANTITIES

Contents

Description		Page
Section 1	Preliminaries and General Items	74
Section 2	2 x Ablution blocks	75
Section 3	Guardhouse	87
Section 4	Change Rooms	98
Section 5	Sports Field	110
Section 6	Water Supply	112
Section 6	Sewer Reticulation	113
Section 6	Roads and Parking Areas	115
Section 7	Provisional Sums	117
Summary of Bills		119
Calculation of Tender Sum Form		120

Item No.	Payment Refers	Short Description	Unit	Quantity	Rate	Amount
	SABS	**SCHEDULE 1: PRELIMINARY AND GENERAL**				
1	**1200AA**	**GENERAL (SMALL WORKS)**				
1,1	8,3	**Fixed charge items**				
1.1.1	8.3.1	Contractual requirements	Sum	1,0		
1.1.2	8.3.2	Provision for facilities on site				
		(a) Facilities required by contractor	Sum	1,0		
		(b) Facilities required by Engineer	Sum	1,0		
		(c) Provision of contract signboard to Drawing	No	1,0		
1.1.3	8.3.3	General responsibilities and other fixed charged items	Sum	1,0		Rate Only
1.1.4	8.3.4	Removal of site establishment	Sum	1,0		
1,2	8,4	**Time-related items**				
1.2.1	8.4.1	Contractual requirements	Sum	1,0		
1.2.2	8.4.2	Operating and maintaining of facilities on site				
		(a) Facilities for the Engineer	Sum	1,0		
		(b) Facilities for the Contractor	Sum	1,0		
1.2.3	8.4.3	General responsibilities and other time related obligations	Sum	1,0		Rate Only
1.2.4	PSA 5.5	Dealing with water (dewatering of excavations etc.)	Sum	1,0		

1,3	8,7	**Provisional sums, price cost items and dayworks**				
1.3.1		Community Liaison Officer	Prov Sum	1,0	36 000,00	R 36 000,00
1.3.1.1		Percentage adjustment to item 1.3.1 and 1.3.2	%	51 000,0		
1.3.2		Project Steering Committee allowance	Prov Sum	1,0	15 000,00	R 15,000.00
1.3.3		Provision of a cellular phone and airtime for the engineer	Prov Sum	1,0	12 000,00	R 12 000,00
1.3.3.1		Percentage adjustment to item 1.3.2	%	12 000,0		
1.3.4		Health and Safety Plan	Sum	1,0		
1.3.5		Implementation of health and safety plan	Sum	1,0		
1.3.6		Accommodation for the Engineer	Prov Sum	1,0	60 000,00	R 60 000,00
1.3.6.1		Percentage adjustment to item 1.3.3	%	60 000,0		
		Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2 **ABLUTIONS x 2 BLOCKS** **BILL NO. 1** **FOUNDATIONS (PROVISIONAL)** **EXCAVATION, FILLING, ETC**				
1	Excavation in earth not exceeding 2m deep Trenches	m^3	58		

	Extra over trench and hole excavations in earth for excavation in				
2	Soft rock	m^3	6		
3	Hard rock	m^3	3		
	Extra over all excavations for carting away				
4	Surplus material from excavations on site to a dumping site to be located by the contractor	m^3	25		
	Risk of collapse of excavations				
5	Sides of trench and hole excavations not exceeding 1,5m deep	m^2	187		
	Keeping excavations free of water				
6	Keeping excavations free of water	Item	2		
	Earth filling obtained from the excavations and/or prescribed stockpiles on site including compacted to 93% Mod AASHTO density				
7	Under floors, steps, paving, etc	m^3	8		
8	Backfilling to trenches, holes, etc	m^3	25		
	Earth filling obtained from commercial source				
9	Under floors, steps, paving, etc	m^3	10		
	Compaction of surfaces				
10	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Maximum Dry Density	m^2	116		
11	Ditto, but under aprons, etc.	m^2	73		

	Prescribed density tests on filling				
12	Modified AASHTO Density test	No	5		
	SOIL POISONING				
	Soil poisoning and insecticide				
13	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m²	116		
14	Under aprons	m²	73		
15	To bottoms and sides of trenches etc	m²	260		
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	Hand mixing of concrete will not be allowed				
16	25MPa/19mm concrete	m³	19		
	R**EINFORCEMENT**				
	Mild steel reinforcement to structural concrete work				
17	10mm Diameter bars	t	2		
	High tensile steel reinforcement to structural concrete work				
18	12mm Diameter bars	t	1		
	TEST CUBES				
10	Allow for preparing asetofthreeconcretestrengthtestcubes,eachsize150x150x150mm,sendingthemtoan approvedTestingLaboratoryfortestingandpayingallchargesinconnectiontherewith(one block to be tested after 7 days).	sets	5		

	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				
	BRICKWORK IN FOUNDATIONS				
	Brickwork of NFP bricks in class II mortar				
20	One brick walls	m²	64		
	BRICKWORK SUNDRIES				
	Brickwork reinforcement				
21	150mm Wide reinforcement built in horizontally	m	320		
	FACE BRICKWORK				
	Bricks shall be ordered timeously to obtain uniformity in size and colour. Descriptions of recessed pointing to fair facebrick work and facebrick work shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. Cuttingoffacebricks:Allcuttingtofacebricksmustbedonebyfacebrick cutting saw Facebricks (purchase price of R4500,00/1000 bricks delivered to site excluding VAT) pointed with recessed horizontal and vertical joints.				
22	Extra over brickwork for face brickwork	m²	20		
	BILL NO.2				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	UNREINFORCED CONCRETE				
	20MPa/19mm concrete				
1	Aprons cast in panels	m³	12		
2	Ramp	m³	1		

	REINFORCED CONCRETE	m³	11		
	30MPa concrete				
3	Surface beds cast in panels on waterproofing.				
4	Allow for preparing a set of three concrete strength test cubes, each size 150x150x150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith.	sets	5		
	CONCRETE SUNDRIES				
	Finishing top surfaces of concrete smooth with a steel trowel				
5	Surface beds, slabs, etc	m²	116		
	Finishing top surfaces of concrete smooth with a wood trowel				
6	Aprons to falls	m²	73		
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				
	ROUGH FORMWORK (DEGREE OF ACCURACY III)				
	Rough formwork to sides:				
7	Edges, risers, etc. not exceeding 300mm high or wide	m	80		
	MOVEMENT JOINTS ETC				
	Expansion joints with bitumen impregnated soft board between vertical concrete and brick surfaces				
8	12mm Joints not exceeding 300mm high (Provisional)	m	30		
	Saw cut				
9	4 x 30mm Deep saw cut joint in concrete floor	m	55		
	Mesh reinforcement:				
10	Ref 395 Mesh steel fabric reinforcement laid in surface beds, etc. lapped minimum 150mm along edges and ends (Measured net)	m²	116		

	BILL NO. 3 **MASONRY** **SUPERSTRUCTURE**				
	BRICKWORK SUNDRIES				
1	Reinforced precast concrete lintels Standard 110mm wide x75mm high approved reinforced precast concrete lintel not exceeding 3m long, with ends built into brickwork in cement mortar including propping	m	45		
	Brickwork reinforcement				
2	75mm Wide reinforcement built in horizontally	m	150		
3	150mm Wide reinforcement built in horizontally	m	492		
4	Galvanised wire ties etc 1,6mm Thick galvanised roof tie, 32mm wide, 1.2m girth bent double zig-zag, with one end built into brickwork minimum 6 courses deep and other end wrapped overtimber truss and fixed with four gavanised nails, 40mm long.	No	80		
	FIBRE-CEMENT WINDOW SILLS Natural grey sills in single lengths bedded in cement mortar, including metal fixing lugs, etc				
5	14 x 150mm Wide sills set flat and slightly projecting	m	25		
	FACE BRICKWORK Bricks shall be ordered timeously to obtain uniformity in size and colour. Descriptions of recessed pointing to fair facebrick work and facebrick work shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. Cutting of facebricks:All cutting to facebricks must be done by facebrick cutting saw Facebricks (purchase price of R4500,00/1000 bricks delivered to site excluding VAT) pointed with recessed horizontal and vertical joints.				
6	Half brick walls faced both sides	m^2	101		

7	One Brickwall faced both sides	m²	256		
	BILL NO. 4				
	WATERPROOFING				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	DAMP PROOFING				
	One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:				
1	On compacted earth under concrete surface beds, lapped 150mm and sealed at all joints (measured net).	m²	116		
	One layer 375 micron embossed "Gunplas Brikgrip" polyethylene damp proof course fixed with approved adhesive:				
2	Horizontally in walls	m²	19		
3	Vertically in walls	m²	2		
	BILL NO. 5				
	ROOF COVERINGS ETC				
	NOTE: Tenderers are advised to study the "Model Preambles for Trades (1999 edition) published by the Association of South African Quantity Surveyors before pricing this bill				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	PROFILED METAL SHEETING AND ACCESSORIES				
	Note The Contractor is to submit and handover to the Representative/Agent a certificate signed by the merchant, stating that the galvanised roof covering supplied complies with the required thickness specified The Contractor is to supply and handover to the Representative/Agent by completion a written guarantee, stating that all the roofs with sheets and accessories to be waterproof for a minimum period of one year, calculated from the final delivery date				

	0,55mm Thick IBR profiled galvanised roof sheeting, G550 ISQ550 with "Chromadek" Charcoal grey finish to one side and half coat Classicoat Grey other side and accessories fixed to timber purlings.				
1	Roof covering with pitch not exceeding 25 degrees	m²	156		
2	Barge flashing 375mm girth	m	30		
	ROOF INSULATION				
	Sisalation 410 housing grade glass fibre reinforced aluminium foil bonded insulation				
3	Insulation laid out over rafters (at approximately 1200mm centres) and fixed concurrent with tiling battens, purlins, etc	m²	190		
	BILL NO. 6				
	CEILINGS, PARTITIONS AND ACCESS FLOORING				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	CEILING CONSTRUCTION, CORNICES, ETC.				
	Insulation				
1	50mm glass fibre insulation blanket to manufacturer's specification, laid on ceiling.	m²	116		
	Wrought meranti				
2	19 x 76mm Cornices nailed	m	231		
	NAILED UP AND SCREWED UP CEILINGS				
	6mm Gypsum plastered board				
3	Ceilings including 38x38mm brandering at 90 deg to trusses at maximum centres of 400mm by 32mm long galvanised nails.	m²	116		

4	Extra over ceiling for opening for 610x610mm trap door of 50x76mm wrought softwood rebated framing with one 38x38mm sawn softwood crossbrander covered with ceiling board and fitted flushing opening	No	2		
	BILL NO. 7 **CARPENTRY AND JOINERY** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	ROOFS, ETC				
1	Roof construction (Refer to drawings for details)	m²	190		
	DOORS,ETC				
	44mm Solid core doors (Refer to drawings)				
2	Door 813 x 2032mm high (D1)	No	2		
3	Door 813 x 2032mm high (D2)	No	2		
4	Door 813 x 1932mm high with 150mm undercut (D3)	No	10		
5	Door 913x 2032mm high (D4)	No	4		
6	Door 813 x 2032mm high (D5)	No	2		

	BILL NO. 8				
	IRONMONGERY				
	CATCHES, CABIN HOOKS, ETC				
	In accordance with "Approved" catalogue				
1	75mm cabin hook and eye	No	4		
	LOCKS				
	Unless otherwise described locks shall have two keys each				
	EN-SUITE LOCKS				
	The following locks are to be suitable for master key operation				
	In accordance with "Approved" catalogue				
2	100mm padlock, with two keys	No	1		
3	four-lever lockset with striking plate fixed to metal, and two keys	No	20		
	HANDLES				
	In accordance with approved catalogue				
4	Install chrome plated pair of handles	No	20		
	LETTERS, NAME PLATES, ETC				
	Approved 150 x 150 x 3mm thick PVC standard safety signage				
5	Fire extinguisher sign plugged	No	2		
6	Toilet sings	No	15		
	HINGES, BOLTS, ETC				
7	100mm hinges	No	10		
8	160mm Stainless steel flush bolt. (Provisional)	No	1		

	BATHROOM FITTINGS				
	Approved				
9	Polishedstainlesssteelsingletowelrail,size900x55mmdeepplugged and screwed to wall with stainless steel screws	No	2		
10	Polishedstainlesssteeldoublearmsoaprack,size163x100mmdeepplugged and screwed to wall with stainless steel screws	No	2		
11	Sparerollandlockablesteeltoilettissuedipenser,sizesuitableforthreetissues,pluggedandscrewedtowallwithstainlesssteelscrews.(Provisional)	No	2		
12	Wallbinplastic40Litrecapacity,pluggedandscrewedtowallwithstainless steel screws	No	2		
	Sundries				
	Approved				
13	Stainless half-round door stop screw and plug to floor.	No	2		
14	38mmdiameterrubberdoor-stopscrewedandplugedtowall/floor.(Provisional)	No	2		
	BILL NO. 9				
	METALWORK				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	WELDED SCREENS, GATES, ETC				
	The following in framed and welded mild steel security gates and fixing in position complete				
1	Single gate and frame 1x2032mm high of 25x25x2m hollow section frame an 25x25x2mm hollow section horizontal middle rail filled in with 12x12mm square section vertical rails at 75mm centre sand fitted with a pair of suitable hinges welded to frame of 25x25x2mm hollow section welded frame bolted to brickwork, by specialist.	No	2		
	PRESSED STEEL DOOR FRAMES				
	1,2mm Thick single rebated door frame suitable for 115mm brick wall				
2	Frame for door 815 x 2032mm high	No	18		

3	Frame for door 915 x 2032mm high	No	2		
	1,2mm Thick single rebated door frame suitable for 230mm brick wall				
	STEEL WINDOWS, DOORS, ETC				
	Standard residential windows				
4	Window type E1, size 533 x 654mm high	No	16		
5	Window type E2, size 1022 x 654mm high	No	14		
	BILL NO. 10 **PLASTERING** **SUPPLEMENTARY PREAMBLES**				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	SCREEDS Screeds on concrete				
1	30mm Thick on floors and landings	m²	123		
	BILL NO. 11 **TILING**				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	WALL TILES Ceramic wall tiles (PC amount R250/m2) glued to plaster (elsewhere) with approved adhesive to:				
1	To walls	m²	116		

2	Skirting formed of ceramic tile cut to 300 x 100mm high	m	231		
	BILL NO. 12				
	PLUMBING (PROVISIONAL))				
	SOIL DRAINAGE				
	uPVC waste water pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction				
	Vertical fixed to wall :				
7	40mm pipe	m	15		
8	110mm pipe	m	25		
	PVC waste water pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction and including excavation not exceeding 1,5m, risk of collapse, soil poisoning, backfilling.				
	Chased into wall and concrete : Horizontal				
9	40mm pipe	m	35		
10	110mm pipe	m	6		
	Extra over PVC pipes for				
11	110mm Stop End	No	10		
12	110mm bend	m	10		
13	Pan connector	No	24		
14	Roding Eye Y-junction and uPVC cover screwed on.	No	10		
15	40 x 110mm Reducing Junction	No	10		
16	110mm Y-Junction	No	10		

	Gulleys				
17	100mm Gulley trap, including head and U-PVC circular head and grating, excavation not exceeding 2mm deep	No	4		
	SLEEVES, ETC				
18	110mm PVC sleeve pipe and excavations not exceeding 1.5m deep, risk of collapse, backfilling, scattering available, etc.	m	30		
	SANITARY FITTINGS				
19	Basin, size 585x435mm plugged and screwed to walls with two screws including chromium plated caps and sealed with silicone sealant where basin meets wall.	No	16		
20	Water-closet, back to wall wash down suite comprising 90 degrees outlet closed rimback inlet pan and concealed flushing valve (elsewhere) including lid and fitments with seat.	No	10		
21	Disabled Water-closet, back to wall wash down suite comprising 90 degrees outlet closed rimback inlet pan and concealed flushing valve (elsewhere) including lid and fitments with seat.	No	4		
22	Shower Complete with taps, waste, etc	No	2		
23	Urinals Complete with flushmuster	No	8		
	TRAPS, ETC				
24	Basin waste, 40mm outlet and back-nut, plug and chain , un-slotted	No	14		
25	Basin bottle-trap and arm, 40mm chromium plated	No	14		
	SANITARY PIPEWORK uPVC waste water pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction				
	Horizontal fixed to wall:				

26	40mm pipe	m	20		
27	110mm Pipe	m	20		
	Extra over PVC pipes for				
28	40mm Pipes fixed to walls or slabs	m	20		
29	40mm T-joint	No	20		
30	110mm Pipes fixed to walls	m	20		
	Extra over for				
31	40mm Inspection Eye Bend	No	20		
32	110mm Stop End	No	20		
33	110mm Vent Horn Bend	No	20		
	Sundries				
34	Allow for the test of the complete sanitary pipework	Sum	1		
	WATER SUPPLY				
	Hard drawn copper tube water pipes with capillary type copper tube fittings, including short lengths, cutting, plain sockets and jointing				
	Class 0				
35	15mm Pipes and fixing in and including chase in brick work	m	40		
36	22mm Pipe	m	30		
	Class 2				
37	22mm Pipe	m	12		
	Extra over copper pipes for capillary fittings				
	Class 0				
38	15mm Fittings	No	25		
39	22mm Fittings	No	10		
	Flexible service pipes				

40	Flexible hose, 15mm braided service pipe 380mm girth including two chromium plated screw caps and linings complete	No	1		
41	Flexible hose, 15mm braided service pipe 150mm girth including two chromium plated screw caps and linings complete	No	2		
	Sundries				
42	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock	m^3	3		
	Brick inspection chambers including benching (covers and channels elsewhere)				
43	400 x 400mm Inspection chamber 100mm deep internally	No	1		
	Cast iron covers etc				
44	265 x 265mm seal manhole cover and frame	No	1		
	Galvanised steel pipes with screwed and socketed joints				
45	22mm Pipes	No	1		
	Extra over galvanised steel pipes with screwed and socketed joints for brass fittings				
46	22mm Fittings	No	1		
	TAPS, VALVES, ETC				
	Brass valves, taps, etc. including joints to copper pipes and/or fittings				
47	22mm Brass hose bib-tap	No	2		
48	15mm brass in-line strainer	No	2		
49	15mm Ball-o-stop valve	No	2		
50	20mm Full way ball cock with plastic coated mild steel lever handle	No	2		
51	Inlet and Outlet pressure control valve 2500/400KPa	No	1		
	Chromium plated valves, taps, etc. including joints to copper pipes and/or fittings				
52	Pillar tap, push-button 15mm chrome plated, with aerator for indicating hot/cold.	No	15		

	Approved Angle valve, 15mm chromium plated	No	2		
53	Sundry Excavation in earth not exceeding 1m deep for pipe trenches, including risk of collapse, bedding, and backfilling	No	2		
54	Flush valves, etc Flush valve, 20mm rough brass concealed Water-Closetstandardwithverticalbrassandhorizontalchromeplatedbackentryflushpipe,elbowconnector, palm press push button, rubber pan connector, integral vacuum breaker, control stop and adjustable telescopic connection.	No	2		
	BILL NO. 13 **GLAZING**				
	Glazing to steel sashes fixed with approved putty:				
	Clear glass and glazed (Provisional)				
1	6,38mm thick glass in glazing beads in glazing panel, exceeding 0,5m 2 and not exceeding 2m2	No	15		
2	Obscure glass 6,38mm thick glass in glazing beads in glazing panel, exceeding 0,5m2 and not exceeding 2m2	No	3		
3	**MIRRORS** 6mmFloatglassmultiplesilveredmirrorsize300x450mmwithpolishedandbevelleddedges,holedandscrewedwithfourchromiumplateddomeheadedscrewswithrubberspacerwashersbehind,toand including hardwood plugs in wall.	No	8		

	BILL NO 14				
	PAINTWORK				
	PAINTWORK, ETC TO NEW WORK ON				
	ON FIBRE-CEMENT				
	One coat primer, one coat universal under coat and two coats "Dulux" super acrylic PVA paint				
1	On ceilings	m2	116		
	WOOD SURFACES WITH				
	One coat Plascon merit universal under coat, and two coats Plascon Velveglo polyrethane velvet enamel paint on				
2	Doors	m²	28		
	Three coats Plascon Woodcare coloured varnish on				
3	Cornice, rails, etc not exceeding 300mm girth	m²	10		
	METAL SURFACES				
	Prepare, touch up redoxide factory primer, one coat Plascon merit universal under coat and two coats Plascon Velvaglo Polyurethane enamel paint				
4	Door frames, etc	m²	15		
5	Steel gates	m²	2		
6	On members of roof trusses (Provisional)	m²	3		
7	On rails, bars, pipes, etc not exceeding 300 mm girth	m²	10		
	BUDGETARY ALLOWANCE				
	Allow the amount of R150 000 (One Hundred and Fifty Thousands) for Electrical works	Item	1	150 000,00	150 000,00
	Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 3 **GUARD HOUSE** **BILL NO. 1**				
	FOUNDATIONS (PROVISIONAL) **EXCAVATION, FILLING, ETC**				
	Excavation in earth not exceeding 2m deep				
1	Trenches	m^3	15		
	Hole	m^3	2		
	Extra over trench and hole excavations in earth for excavation in				
2	Soft rock	m^3	2		
3	Hard rock	m^3	1		
	Extra over all excavations for carting away				
4	Surplus material from excavations on site to a dumping site to be located by the contractor	m^3	5		
	Risk of collapse of excavations				
5	Sides of trench and hole excavations not exceeding 1,5m deep	m^2	54		
	Keeping excavations free of water				
6	Keeping excavations free of water	Item	1		
	Earth filling obtained from the excavations and/or prescribed stockpiles on site including compacted to 93% Mod AASHTO density				
7	Under floors, steps, paving, etc	m^3	7		

8	Backfilling to trenches, holes, etc	m^3	5		
	Earth filling obtained from commercial source				
9	Under floors, steps, paving, etc	m^3	5		
	Compaction of surfaces				
10	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Maximum Dry Density	m^2	32		
11	Ditto, but under aprons, etc.	m^2			
	Prescribed density tests on filling				
12	Modified AASHTO Density test	No	2		
	SOIL POISONING				
	Soil poisoning and insecticide				
13	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m^2	32		
14	Under aprons	m^2			
15	To bottoms and sides of trenches etc	m^2	62		
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				

	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	Hand mixing of concrete will not be allowed				
16	25MPa/19mm concrete	m^3	5		
	REINFORCEMENT				
	Mild steel reinforcement to structural concrete work				
17	10mm Diameter bars	t	1		
	High tensile steel reinforcement to structural concrete work				
18	12mm Diameter bars	t			
	TEST CUBES				
10	Allow for preparing asetofthreeconcretestrengthtestcubes,eachsize150x150x150mm,sendingthemtoanapprovedTestingLaboratoryfortestingandpayingallchargesinconnectionherewith(one block to be tested after 7 days).	sets	1		
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				
	BRICKWORK IN FOUNDATIONS				
	Brickwork of NFP bricks in class II mortar				
20	One brick walls	m^2	16		
	Piers	m^3	1		
	BRICKWORK SUNDRIES				

	Brickwork reinforcement				
21	150mm Wide reinforcement built in horizontally	m	72		
	FACE BRICKWORK				
	Bricks shall be ordered timeously to obtain uniformity in size and colour.				
	Descriptions of recessed pointing to fair facebrick work and facebrick work shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.				
	Cutting of facebricks: All cutting to facebricks must be done by facebrick cutting saw				
	Facebricks (purchase price of R4500,00/1000 bricks delivered to site excluding VAT) pointed with recessed horizontal and vertical joints.				
22	Extra over brickwork for face brickwork	m²	5		
	BILL NO.2				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	REINFORCED CONCRETE				
	30MPa concrete				
1	Surface beds cast in panels on waterproofing.	m³	4		
2	Allow for preparing a set of three concrete strength test cubes, each size 150x150x150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith.	sets	1		
	CONCRETE SUNDRIES				
	Finishing top surfaces of concrete smooth with a steel trowel				
3	Surface beds, slabs, etc	m²	32		
	Finishing top surfaces of concrete smooth with a wood trowel				
4	Aprons to falls	m²			
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				
	ROUGH FORMWORK (DEGREE OF ACCURACY III)				
	Rough formwork to sides:				
5	Edges, risers, etc. not exceeding 300mm high or wide	m	10		

	MOVEMENT JOINTS ETC				
	Expansion joints with bitumen impregnated soft board between vertical concrete and brick surfaces				
6	12mm Joints not exceeding 300mm high (Provisional)	m	5		
	Saw cut				
7	4 x 30mm Deep saw cut joint in concrete floor	m	10		
	Mesh reinforcement:				
8	Ref 395 Mesh steel fabric reinforcement laid in surface beds, etc. lapped minimum 150mm along edges and ends (Measured net)	m^2	32		
	BILL NO. 3				
	MASONRY				
	SUPERSTRUCTURE				
	BRICKWORK SUNDRIES				
	Reinforced precast concrete lintels				
1	Standard 110mm wide x75mm high approved reinforced precast concrete lintel not exceeding 3m long, with ends built into brickwork in cement mortar including propping	m	20		
	Brickwork reinforcement				
2	75mm Wide reinforcement built in horizontally	m	20		
3	150mm Wide reinforcement built in horizontally	m	80		
	Galvanised wire ties etc				
4	1,6mm Thick galvanised roof tie, 32mm wide, 1.2m girth bent double zig-zag, with one end built into brickwork minimum 6 courses deep and other end wrapped overtimber truss and fixed with four gavanised nails, 40mm long.	No	23		
	FIBRE-CEMENT WINDOWSILLS				
	Natural grey sills in single lengths bedded in cement mortar, including metal fixing lugs, etc				
5	14 x 150mm Wide sills set flat and slightly projecting	m	4		
	FACE BRICKWORK				
	Bricks shall be ordered timeously to obtain uniformity in size and colour.				

	Descriptions of recessed pointing to fair facebrick work and facebrick work shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. Cutting of facebricks: All cutting to facebricks must be done by facebrick cutting saw Facebricks (purchase price of R4500,00/1000 bricks delivered to site excluding VAT) pointed with recessed horizontal and vertical joints.				
6	Piers	m3	2		
7	Half brick walls faced both sides	m²	8		
8	One Brickwall faced both sides	m²	68		
	BILL NO. 4 **WATERPROOFING** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes. DAMP PROOFING One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:				
1	On compacted earth under concrete surface beds, lapped 150mm and sealed at all joints (measured net).	m²	32		
	One layer 375 micron embossed "Gunplas Brikgrip" polyethylene damp proof course fixed with approved adhesive:				
2	Horizontally in walls	m²	6		
3	Vertically in walls	m²	2		

	BILL NO. 5 **ROOF COVERINGS ETC** NOTE: Tenderers are advised to study the "Model Preambles for Trades (1999 edition) published by the Association of South African Quantity Sureveyors before pricing this bill Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes. PROFILED METAL SHEETING AND ACCESSORIES Note The Contractor is to submit and handover to the Representative/Agent a certificate signed by the merchant, stating that the galvanised roof covering supplied complies with the required thickness specified The Contractor is to supply and handover to the Representative/Agent by completion a written gaurantee, stating that all the roofswithsheets and accessories to be waterproof for a minimum period of one year, calculated from the final delivery date 0,55mm Thick IBR profiled galvanised roof sheeting, G550 ISQ550 with "Chromadek" Charcoal grey finish to one side and half coat Classicoat Grey other side and accessories fixed to timber purlings.				
1	Roof covering with pitch not exceeding 25 degrees	m²	54		
2	Barge flashing 375mm girth	m	8		
	ROOF INSULATION Sisalation 410 housing grade glass fibre reinforced aluminium foil bonded insulation				
3	Insulation laid out over rafters (at approximately 1200mm centres) and fixed concurrent with tiling battens, purlins, etc	m²	54		
	BILL NO. 6 **CEILINGS, PARTITIONS AND ACCESS FLOORING** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes. CEILING CONSTRUCTION, CORNICES, ETC.				

	Insulation				
1	50mm glass fibre insulation blanket to manufacturer's specification, laid on ceiling.	m²	32		
	Wrought meranti				
2	19 x 76mm Cornices nailed	m	38		
	NAILED UP AND SCREWED UP CEILINGS				
	6mm Gypsum plastered board				
3	Ceilings including 38x38mm brandering at 90 deg to trusses at maximum centres of 400mm by 32mm long galvanised nails.	m²	32		
4	Extra over ceiling for opening for 610x610mm trap door of 50x76mm wrought softwood rebated framing with one 38x38mm sawn softwood crossbrander covered with ceiling board and fitted flushing opening	No	1		
	BILL NO. 7				
	CARPENTRY AND JOINERY				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	ROOFS, ETC				
1	Roof construction (Refer to drawings for details)	m²	54		
	DOORS,ETC				
	44mm Solid core doors (Refer to drawings)				
2	Door 813 x 2032mm high (D1)	No	2		
3	Door 869 x 2032mm high (D2)	No	1		
	BILL NO. 8				
	IRONMONGERY				
	CATCHES, CABIN HOOKS, ETC				

	In accordance with "Approved" catalogue				
1	75mm cabin hook and eye	No	2		
	L**OCKS**				
	Unless otherwise described locks shall have two keys each				
	EN-SUITE LOCKS				
	The following locks are to be suitable for master key operation				
	In accordance with "Approved" catalogue				
2	100mm padlock, with two keys	No	1		
3	four-lever lockset with striking plate fixed to metal, and two keys	No	3		
	HANDLES				
	In accordance with approved catalogue				
4	Install chrome plated pair of handles	No	3		
	LETTERS, NAME PLATES, ETC				
	Approved 150 x 150 x 3mm thick PVC standard safety signage				
5	Fire extinguisher sign plugged	No	1		
6	Toilet sings	No	1		
	HINGES, BOLTS, ETC				
7	100mm hinges	No	1		
8	160mm Stainless steel flush bolt. (Provisional)	No	1		
	BATHROOM FITTINGS				
	Approved				
12	Wall bin plastic 40 Litre capacity, plugged and screwed to wall with stainless steel screws	No	1		
	Sundries				
	Approved				
13	Stainless half-round door stop screw and plug to floor.	No	1		
14	38mmdiameterrubberdoor-stopscrewedandplugedtowall/floor. (Provisional)	No	1		

	BILL NO. 9 **METALWORK**				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	WELDED SCREENS, GATES, ETC				
1	The following in framed and welded mild steel security gates and fixing in position complete Single gate and frame 1x2032mm high of 25x25x2m hollow section frame an 25x25x2mm hollow section horizontal middle rail filled in with 12x12mm square section vertical rails at 75mm centre sand fitted with a pair of suitable hinges welded to frame of 25x25x2mm hollow section welded frame bolted to brickwork, by specialist.	No	1		
	PRESSED STEEL DOOR FRAMES				
2	1,2mm Thick single rebated door frame suitable for 115mm brickwall Frame for door 815 x 2032mm high	No	3		
	STEEL WINDOWS, DOORS, ETC				
	Standard residential windows				
4	Window size 2760 x 1190mm high	No	1		
5	Window size 580 x 1190mm high	No	2		
4	Window size 580 x 580mm high	No	1		
5	Window size 1022 x 654mm high	No	1		
	BILL NO. 10 **PLASTERING** **SUPPLEMENTARY PREAMBLES**				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	SCREEDS				

	Screeds on concrete				
1	30mm Thick on floors and landings	m²	32		
	BILL NO. 11 **TILING**				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	WALL TILES				
	Ceramic wall tiles (PC amount R250/m2) glued to plaster (elsewhere) with approved adhesive to:				
1	To walls	m²	32		
2	Skirting formed of ceramic tile cut to 300 x 100mm high	m	38		
	BILL NO. 12 **PLUMBING (PROVISIONAL))**				
	SOIL DRAINAGE				
	uPVC waste water pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction				
	Vertical fixed to wall :				
1	40mm pipe	m	5		
2	110mm pipe	m	5		

	PVC waste water pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction and including excavation not exceeding 1,5m, risk of collapse, soilpoisoning, backfilling.				
	Chased into wall and concrete : Horizontal				
3	40mm pipe	m	5		
4	110mm pipe	m	2		
	Extra over PVC pipes for				
5	110mm Stop End	No	2		
6	110mm bend	m	4		
7	Pan connector	No	1		
8	Roding Eye Y-junction and uPVC cover screwed on.	No	1		
9	40 x 110mm Reducing Junction	No	1		
10	110mm Y-Junction	No	1		
	Gulleys				
11	100mm Gulley trap, including head and U-PVC circular head and grating, excavation not exceeding 2mm deep	No	1		
	SLEEVES, ETC				
12	110mm PVC sleeve pipe and excavations not exceeding 1.5m deep, risk of collapse, backfilling, scattering available, etc.	m	10		
	SANITARY FITTINGS				
13	Basin, size 585x435mm plugged and screwed to walls with two screws including chromium plated caps and sealed with silicone sealant where basin meets wall.	No	1		
14	Water-closet, back to wall wash down suite comprising 90 degrees outlet closed rimback inlet pan and concealed flushing valve (elsewhere) including lid and fitments with seat.	No	1		
	TRAPS, ETC				
15	Basin waste, 40mm outlet and back-nut, plug and chain, un-slotted	No	1		
16	Basin bottle-trap and arm, 40mm chromium plated	No	2		

	SANITARY PIPEWORK uPVC wastewater pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction				
	Horizontal fxed to wall:				
17	40mm pipe	m	10		
18	110mm Pipe	m	10		
	Extra over PVC pipes for				
19	40mm Pipes fixed to walls or slabs	m	10		
20	40mm T-joint	No	1		
21	110mm Pipes fixed to walls	m	5		
	Extra over for				
22	40mm Inspection Eye Bend	No	3		
23	110mm Stop End	No	3		
24	110mm Vent Horn Bend	No	3		
	Sundries				
25	Allow for the test of the complete sanitary pipework	Sum	1		
	WATER SUPPLY Hard drawn copper tube water pipes with capillary type copper tube fittings, including short lengths, cutting, plain sockets and jointing				
	Class 0				
26	15mm Pipes and fixing in and including chase in brick work	m	10		
27	22mm Pipe	m	9		
	Class 2				
28	22mm Pipe	m	9		
	Extra over copper pipes for capillary fittings				
	Class 0				
29	15mm Fittings	No	4		
30	22mm Fittings	No	4		
	Flexible service pipes				
31	Flexiblehose, 15mm braided service pipe 380mm girth including two chromium plated screw caps and linings complete	No	1		

32	Flexiblehose, 15mm braided service pipe 150mm girth including two chromium plated screw caps and linings complete	No	2		
	Sundries				
33	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock	m^3	3		
	Brick inspection chambers including benching (covers and channels elsewhere)				
34	400 x 400mm Inspection chamber 100mm deep internally	No	1		
	Cast iron covers etc				
35	265 x 265mm seal manhole cover and frame	No	1		
	Galvanised steel pipes with screwed and socketed joints				
36	22mm Pipes	No	1		
	Extra over galvanised steel pipes with screwed and socketed joints for brass fittings				
37	22mm Fittings	No	1		
	TAPS, VALVES, ETC				
	Brass valves, taps, etc. including joints to copper pipes and/or fittings				
38	22mm Brass hose bib-tap	No	1		
39	15mm brass in-line strainer	No	1		
40	15mm Ball-o-stop valve	No	1		
41	20mm Full way ball cock with plastic coated mild steel lever handle	No	1		
42	Inlet and Outlet pressure control valve 2500/400KPa	No	1		
	Chromium plated valves, taps, etc. including joints to copper pipes and/or fittings				
43	Pillar tap, push-button 15mm chrome plated, with aerator for indicating hot/cold.	No	1		
	Approved				
	Angle valve, 15mm chromium plated	No	1		
	Sundry				
44	Excavation in earth not exceeding 1m deep for pipe trenches, including risk of collapse, bedding, and backfilling	No	1		
	Flush valves, etc				

45	Flushvalve, 20mm rough brass concealed Water-Closetstandardwithverticalbrassandhorizontalchromeplatedbackentryflushpipe,elbowconnector, palm press push button, rubber pan connector, integral vacuum breaker, control stop and adjustable telescopic connection.	No	1		
	BILL NO. 13 **GLAZING**				
	Glazing to steel sashes fixed with approved putty:				
	Clear glass and glazed (Provisional)				
1	6,38mm thick glass in glazing beads in glazing panel, exceeding 0,5m 2 and not exceeding 2m2	No	7		
	Obscure glass				
2	6,38mm thick glass in glazing beads in glazing panel, exceeding 0,5m2 and not exceeding 2m2	No	2		
	MIRRORS				
3	6mmFloatglassmultiplesilveredmirrorsize300x450mmwithpolishedandbevelled edges,holedandscrewedwithfourchromiumplateddomeheadedscrewswithrubberspacerwashersbehind,toand including hardwood plugs in wall.	No	1		
	BILL NO 14 **PAINTWORK**				
	PAINTWORK, ETC TO NEW WORK ON ON FIBRE-CEMENT				
1	One coat primer, one coat universal under coat and two coats "Dulux" super acrylic PVA paint On ceilings	m2	32		
	WOOD SURFACES WITH				

	One coat Plascon merit universal under coat, and two coats Plascon Velveglo polyrethane velvet enamel paint on				
2	Doors	m²	8		
	Three coats Plascon Woodcare coloured varnish on				
3	Cornice, rails, etc not exceeding 300mm girth	m²	5		
	METAL SURFACES				
	Prepare, touch up redoxide factory primer, one coat Plascon merit universal under coat and two coats Plascon Velvaglo Polyurethane enamel paint				
4	Door frames, etc	m²	5		
5	Steel gates	m²	3		
6	On members of roof trusses (Provisional)	m²	3		
7	On rails, bars, pipes, etc not exceeding 300 mm girth	m²	10		
	BUDGETARY ALLOWANCE				
	Allow the amount of R42 000 (Forty-Two Thousand) for Electrical works	Item	1	42 000.	42 000.00
	Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 4 **DRESSING ROOMS** **BILL NO. 1**				
	FOUNDATIONS (PROVISIONAL) **EXCAVATION, FILLING, ETC**				
	Excavation in earth not exceeding 2m deep				
1	Trenches	m³	81		
	Extra over trench and hole excavations in earth for excavation in				
2	Soft rock	m³	6		
3	Hard rock	m³	3		
	Extra over all excavations for carting away				
4	Surplus material from excavations on site to a dumping site to be located by the contractor	m³	48		
	Risk of collapse of excavations				
5	Sides of trench and hole excavations not exceeding 1,5m deep	m²	270		
	Keeping excavations free of water				
6	Keeping excavations free of water	Item	1		
	Earth filling obtained from the excavations and/or prescribed stockpiles on site including compacted to 93% Mod AASHTO density				
7	Under floors, steps, paving, etc	m³	73		
8	Backfilling to trenches, holes, etc	m³	33		
	Earth filling obtained from commercial source				

9	Under floors, steps, paving, etc	m^3	72		
	<u>Compaction of surfaces</u>				
10	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Maximum Dry Density	m^2	240		
11	Ditto, but under aprons, etc.	m^2	110		
	Prescribed density tests on filling				
12	Modified AASHTO Density test	No	5		
	SOIL POISONING				
	Soil poisoning and insecticide				
13	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m^2	240		
14	Under aprons	m^2	110		
15	To bottoms and sides of trenches etc	m^2	84		
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	Hand mixing of concrete will not be allowed				
16	25MPa/19mm concrete	m^3	27		

	REINFORCEMENT				
	Mild steel reinforcement to structural concrete work				
17	10mm Diameter bars	t	2		
	High tensile steel reinforcement to structural concrete work				
18	12mm Diameter bars	t	1		
	TEST CUBES				
10	Allow for preparing asetofthreeconcretestrengthtestcubes,eachsize150x150x150mm,sendingthemtoanapprovedTestingLaboratoryfortestingandpayingallchargesinconnectionherewith(one block to be tested after 7 days).	sets	5		
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				
	BRICKWORK IN FOUNDATIONS				
	Brickwork of NFP bricks in class II mortar				
20	One brick walls	m²	90		
	BRICKWORK SUNDRIES				
	Brickwork reinforcement				
21	150mm Wide reinforcement built in horizontally	m	550		

	FACE BRICKWORK Bricks shall be ordered timeously to obtain uniformity in size and colour. Descriptions of recessed pointing to fair facebrick work and facebrick work shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. Cutting of facebricks: All cutting to facebricks must be done by facebrick cutting saw Facebricks (purchase price of R4500,00/1000 bricks delivered to site excluding VAT) pointed with recessed horizontal and vertical joints.				
22	Extra over brickwork for face brickwork	m^2	45		
	BILL NO.2 **CONCRETE, FORMWORK AND REINFORCEMENT**				
	REINFORCED CONCRETE 30MPa concrete				
1	Aprons cast in panels	m^3	17		
2	Ramp	m^3	1		
	REINFORCED CONCRETE 30MPa concrete				
3	Surface beds cast in panels on waterproofing.	m^3	5		
4	Allow for preparing a set of three concrete strength test cubes, each size 150x150x150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith.	sets	1		
	CONCRETE SUNDRIES Finishing top surfaces of concrete smooth with a steel trowel				
5	Surface beds, slabs, etc	m^2	240		
	Finishing top surfaces of concrete smooth with a wood trowel				
6	Aprons to falls	m^2	210		
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No110 for CPAP formula purposes.				

	ROUGH FORMWORK (DEGREE OF ACCURACY III)				
	Rough formwork to sides:				
7	Edges, risers, etc. not exceeding 300mm high or wide	m	110		
	MOVEMENT JOINTS ETC				
	Expansion joints with bitumen impregnated soft board between vertical concrete and brick surfaces				
8	12mm Joints not exceeding 300mm high (Provisional)	m	30		
	Saw cut				
9	4 x 30mm Deep saw cut joint in concrete floor	m	55		
	Mesh reinforcement:				
10	Ref 395 Mesh steel fabric reinforcement laid in surface beds, etc. lapped minimum 150mm along edges and ends (Measured net)	m^2	240		
	BILL NO. 3 **MASONRY** **SUPERSTRUCTURE**				
	BRICKWORK SUNDRIES				
	Reinforced precast concrete lintels				
1	Standard 110mm wide x75mm high approved reinforced precast concrete lintel not exceeding 3m long, with ends built into brickwork in cement mortar including propping	m	45		
	Brickwork reinforcement				
2	75mm Wide reinforcement built in horizontally	m	1100		
3	150mm Wide reinforcement built in horizontally	m	492		
	Galvanised wire ties etc				
4	1,6mm Thick galvanised roof tie, 32mm wide, 1.2m girth bent double zig-zag, with one end built into brickwork minimum 6 courses deep and other end wrapped overtimber truss and fixed with four gavanised nails, 40mm long.	No	10		

	FIBRE-CEMENT WINDOWSILLS Natural grey sills in single lengths bedded in cement mortar, including metal fixing lugs, etc				
5	14 x 150mm Wide sills set flat and slightly projecting	m	25		
	FACE BRICKWORK Bricks shall be ordered timeously to obtain uniformity in size and colour. Descriptions of recessed pointing to fair facebrick work and facebrick work shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. Cuttingoffacebricks:Allcuttingtofacebricksmustbedonebyfacebrick cutting saw Facebricks (purchase price of R4500,00/1000 bricks delivered to site excluding VAT) pointed with recessed horizontal and vertical joints.				
6	Half brick walls faced both sides	m²	87		
7	One Brickwall faced both sides	m²	480		
	BILL NO. 4 **WATERPROOFING** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes. DAMP PROOFING One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:				
1	On compacted earth under concrete surface beds, lapped 150mm and sealed at all joints (measured net).	m²	240		
	One layer 375 micron embossed "Gunplas Brikgrip" polyethylene damp proof course fixed with approved adhesive:				
2	Horizontally in walls	m²	23		
3	Vertically in walls	m²	2		
	BILL NO. 5 **ROOF COVERINGS ETC** NOTE: Tenderers are advised to study the "Model Preambles for Trades (1999 edition) published by the Association of South African Quantity Sureveyors before pricing this bill				

	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	PROFILED METAL SHEETING AND ACCESSORIES Note The Contractor is to submit and handover to the Representative/Agent a certificate signed by the merchant, stating that the galvanised roof covering supplied complies with the required thickness specified The Contractor is to supply and handover to the Representative/Agent by completion a written gaurantee, stating that all the roofs with sheets and accessories to be waterproof for a minimum period of one year, calculated from the final delivery date				
1	0,55mm Thick IBR profiled galvanised roof sheeting, G550 ISQ550 with "Chromadek" Charcoal grey finish to one side and half coat Classicoat Grey other side and accessories fixed to timber purlings. Roof covering with pitch not exceeding 25 degrees	m²	270		
2	Barge flashing 375mm girth	m	45		
3	ROOF INSULATION Sisalation 410 housing grade glass fibre reinforced aluminium foil bonded insulation Insulation laid out over rafters (at approximately 1200mm centres) and fixed concurrent with tiling battens, purlins, etc	m²	270		
	BILL NO. 6 **CEILINGS, PARTITIONS AND ACCESS FLOORING** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	CEILING CONSTRUCTION, CORNICES, ETC. Insulation				
1	50mm glass fibre insulation blanket to manufacturer's specification, laid on ceiling.	m²	270		
	Wrought meranti				
2	19 x 76mm Cornices nailed	m	44		

	NAILED UP AND SCREWED UP CEILINGS 6mm Gypsum plastered board				
3	Ceilings including 38x38mm brandering at 90 deg to trusses at maximum centres of 400mm by 32mm long galvanised nails.	m²	240		
4	Extra over ceiling for opening for 610x610mm trap door of 50x76mm wrought softwood rebated framing with one 38x38mm sawn softwood cross brander covered with ceiling board and fitted flushing opening	No	2		
	BILL NO. 7 **CARPENTRY AND JOINERY** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	ROOFS, ETC				
1	Roof construction (Refer to drawings for details)	m²	250		
	DOORS,ETC				
	44mm Solid core doors (Refer to drawings)				
2	Door 813 x 2032mm high (D1)	No	2		
3	Door 869 x 2032mm high (D2)	No	3		
	BILL NO. 8 **IRONMONGERY** **CATCHES, CABIN HOOKS, ETC**				
1	In accordance with "Approved" catalogue 75mm cabin hook and eye	No	5		
	L**OCKS** Unless otherwise described locks shall have two keys each EN-SUITE LOCKS				

	The following locks are to be suitable for master key operation In accordance with "Approved" catalogue				
2	100mm padlock, with two keys	No	5		
3	four-lever lockset with striking plate fixed to metal, and two keys	No	5		
	HANDLES In accordance with approved catalogue				
4	Install chrome plated pair of handles	No	5		
	LETTERS, NAME PLATES, ETC Approved 150 x 150 x 3mm thick PVC standard safety signage				
5	Fire extinguisher sign plugged	No	2		
6	Toilet sings	No	15		
	HINGES, BOLTS, ETC				
7	100mm hinges	No	10		
8	160mm Stainless steel flush bolt. (Provisional)	No	1		
	BATHROOM FITTINGS Approved				
9	Polished stainless steel single towel rail, size 900x55mm deep plugged and screwed to wall with stainless steel screws	No	2		
10	Polished stainless steel double arm soap rack, size 163x100mm deep plugged and screwed to wall with stainless steel screws	No	2		
11	Spare roll and lockable steel toilet tissue dispenser, size suitable for three tissues, plugged and screwed to wall with stainless steel screws. (Provisional)	No	2		
12	Wall bin plastic 40 Litre capacity, plugged and screwed to wall with stainless steel screws	No	2		
	Sundries Approved				

13	Stainless half-round door stop screw and plug to floor.	No	2		
14	38mmdiameterrubberdoor-stopscrewedandplugedtowall/floor. (Provisional)	No	2		
	BILL NO. 9 **METALWORK**				
	Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes.				
	WELDED SCREENS, GATES, ETC The following in framed and welded mild steel security gates and fixing in position complete				
1	Single gate and frame 1x2032mm high of 25x25x2m hollow section frame an 25x25x2mm hollow section horizontal middle rail filled in with 12x12mm square section vertical rails at 75mm centre sand fitted with a pair of suitable hinges welded to frame of 25x25x2mm hollow section welded frame bolted to brickwork, by specialist.	No	2		
	PRESSED STEEL DOOR FRAMES 1,2mm Thick single rebated door frame suitable for 115mm brickwall				
2	Frame for door 815 x 2032mm high	No	3		
3	Frame for door 915 x 2032mm high	No	2		
	1,2mm Thick single rebated door frame suitable for 230mm brickwall				
	ALLUMINIUM WINDOWS, DOORS, ETC				
	Standard aluminium windows with 4mm float glass, obscured.				
4	Window type GP-01, size 600 x 600mm high	No	20		
5	Window type GP-02, size 1200 x 600mm high	No	8		
6	Window type GP-03, size 3000 x 600mm high	No	5		
7	Window type E4, size 2000 x 600mm high	No	4		

	Standard aluminium doors with 4mm clear float glass and ironmongery				
8	Door type GP-04, size 1300 x 2100mm high	No	7		
9	Door type GP-05, size 1800 x 2400mm high	No	1		
	BILL NO. 10 **PLASTERING** **SUPPLEMENTARY PREAMBLES** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes. SCREEDS <u>Screeds on concrete</u>				
1	30mm Thick on floors and landings	m²	240		
	<u>Cement Plaster to Brickwork</u>				
1	On walls	m²	30		
	BILL NO. 11 **TILING** Note: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.120 for CPAP formula purposes. WALL TILES Ceramic wall tiles (PC amount R250/m2) glued to plaster (elsewhere) with approved adhesive to:				
1	To walls	m²	240		
2	Skirting formed of ceramic tile cut to 300 x 100mm high	m	244		
	BILL NO. 12 **PLUMBING (PROVISIONAL))** **SOIL DRAINAGE**				

	uPVC waste water pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction Vertical fixed to wall :				
1	40mm pipe	m	40		
2	110mm pipe	m	50		
	PVC wastewater pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction and including excavation not exceeding 1,5m, risk of collapse, soil poisoning, backfilling. Chased into wall and concrete: Horizontal				
3	40mm pipe	m	60		
4	110mm pipe	m	14		
	Extra over PVC pipes for				
5	110mm Stop End	No	10		
6	110mm bend	m	10		
7	Pan connector	No	24		
8	Roding Eye Y-junction and uPVC cover screwed on.	No	10		
9	40 x 110mm Reducing Junction	No	10		
10	110mm Y-Junction	No	10		
	Gulleys				
11	100mm Gulley trap, including head and U-PVC circular head and grating, excavation not exceeding 2mm deep	No	4		
	SLEEVES, ETC				
12	110mm PVC sleeve pipe and excavations not exceeding 1.5m deep, risk of collapse, backfilling, scattering available, etc.	m	50		
	SANITARY FITTINGS				
13	Vanity complete with 5 basin	No	2		

14	Water-closet, back to wall wash down suite comprising 90 degrees outlet closed rimback inlet pan and concealed flushing valve (elsewhere) including lid and fitments with seat.	No	8		
15	Disabled Water-closet, back to wall wash down suite comprising 90 degrees outlet closed rimback inlet pan and concealed flushing valve (elsewhere) including lid and fitments with seat.	No	2		
16	Shower Complete with taps, waste, etc	No	10		
17	Urinals Complete with flush muster	No	12		
	TRAPS, ETC				
18	Basin waste, 40mm outlet and back-nut, plug and chain, un-slotted	No	10		
19	Basin bottle-trap and arm, 40mm chromium plated	No	10		
	SANITARY PIPEWORK uPVC wastewater pipes including short lengths, cutting, etc and jointed in accordance with the manufacturer's instruction				
	Horizontal fxed to wall:				
20	40mm pipe	m	20		
21	110mm Pipe	m	20		
	Extra over PVC pipes for				
22	40mm Pipes fixed to walls or slabs	m	20		
23	40mm T-joint	No	20		
24	110mm Pipes fixed to walls	m	20		
	Extra over for				
25	40mm Inspection Eye Bend	No	20		
26	110mm Stop End	No	20		
27	110mm Vent Horn Bend	No	20		
	Sundries				
28	Allow for the test of the complete sanitary pipework	Sum	1		
	WATER SUPPLY				

	Hard drawn copper tube water pipes with capillary type copper tube fittings, including short lengths, cutting, plain sockets and jointing				
	Class 0				
30	15mm Pipes and fixing in and including chase in brick work	m	110		
31	22mm Pipe	m	90		
	Class 2				
32	22mm Pipe	m	200		
	Extra over copper pipes for capillary fittings				
	Class 0				
33	15mm Fittings	No	25		
34	22mm Fittings	No	10		
	Flexible service pipes				
35	Flexiblehose, 15mm braided service pipe 380mm girth including two chromium plated screw caps and linings complete	No	1		
36	Flexiblehose, 15mm braided service pipe 150mm girth including two chromium plated screw caps and linings complete	No	2		
	Sundries				
37	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock	m^3	3		
	Brick inspection chambers including benching (covers and channels elsewhere)				
38	400 x 400mm Inspection chamber 100mm deep internally	No	1		
	Cast iron covers etc				
39	265 x 265mm seal manhole cover and frame	No	1		
	Galvanised steel pipes with screwed and socketed joints				
40	22mm Pipes	No	1		
	Extra over galvanised steel pipes with screwed and socketed joints for brass fittings				
41	22mm Fittings	No	1		
	TAPS, VALVES, ETC				

	Brass valves, taps, etc. including joints to copper pipes and/or fittings				
42	22mm Brass hose bib-tap	No	2		
43	15mm brass in-line strainer	No	2		
44	15mm Ball-o-stop valve	No	2		
45	20mm Full way ball cock with plastic coated mild steel lever handle	No	2		
46	Inlet and Outlet pressure control valve 2500/400KPa	No	1		
	Chromium plated valves, taps, etc. including joints to copper pipes and/or fittings				
47	Pillar tap, push-button 15mm chrome plated, with aerator for indicating hot/cold.	No	15		
	Approved				
	Angle valve, 15mm chromium plated	No	2		
	Sundry				
48	Excavation in earth not exceeding 1m deep for pipe trenches, including risk of collapse, bedding, and backfilling	No	2		
	Flush valves, etc				
49	Flush valve, 20mm rough brass concealed Water-Closet standard with vertical brass and horizontal chrome plated back entry flush pipe, elbow connector, palm press push button, rubber pan connector, integral vacuum breaker, control stop and adjustable telescopic connection.	No	2		
	BILL NO. 13 **GLAZING**				
	Glazing to steel sashes fixed with approved putty:				
	Clear glass and glazed (Provisional)				
1	6,38mm thick glass in glazing beads in glazing panel, exceeding 0,5m 2 and not exceeding 2m2	No	2		
	MIRRORS				
2	6mm Float glass multiple silvered mirror size 300x450mm with polished and bevelled edges, holed and screwed with four chromium plated dome headed screws with rubber spacer washers behind, to and including hardwood plugs in wall.	No	10		

	BILL NO 14 **PAINTWORK**				
	PAINTWORK, ETC TO NEW WORK ON ON FIBRE-CEMENT				
1	One coat primer, one coat universal under coat and two coats "Dulux" super acrylic PVA paint On ceilings	m2	240		
2	WOOD SURFACES WITH **One coat Plascon merit universal under coat, and two coats Plascon Velveglo polyrethane velvet enamel paint on** Doors	m²	38		
3	**Three coats Plascon Woodcare coloured varnish on** Cornice, rails, etc not exceeding 300mm girth	m²	10		
	METAL SURFACES **Prepare, touch up redoxide factory primer, one coat Plascon merit universal under coat and two coats Plascon Velvaglo Polyurethane enamel paint**				
4	Door frames, etc	m²	15		
5	Steel gates	m²	2		
6	On members of roof trusses (Provisional)	m²	3		
7	On rails, bars, pipes, etc not exceeding 300 mm girth	m²	10		
	<u>On Floated Plaster</u>				
	<u>One coat primer and two coats interior quality PVA emulsion paint</u>				
8	On internal walls	m²	30		
	BUDGETARY ALLOWANCE				

	Allow the amount of R150 000 (One Hundred and Thousand) for Electrical Works.	Item	1	150 000	150 000.00
	Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO 5 **BILL NO. 1** **SPORTS FIELD – ATHLETICS TRACK**				
	SITE CLEARANCE ETC				
1	Stripping and removing, debrics, vegetation and any spoil materials including trees not exceeding 200mm girth, bush, etc	m²	2275		
	BULK EXCAVATION, FILLING, ETC				
2	Excavatein all materials and use for embankment or fill or dispose as ordered	m³	345		
	<u>Extra over all excavations for carting away</u>				
3	Surplus material from excavations on site to a dumping site to be located by the contractor	m³	2070		
	Compaction of surfaces				
4	Scarify earth surface to a depth of 150mm, breaking down oversize material and reconsolidate to 93% Maximum Dry Density	m²	1935		
	Soil poisoning and insecticide				
5	Apply emeregent and pre-emergent weed-killer over compacted	m²			Rate Only
	Prescribed density tests on filling				
6	Maximum Dry Density test (on Engineer's request only)	No	10		
	Drainage				

7	Excavate ground to appropriate fall at 500mm wide x 500mm deep around the sportsfield	m^3			Rate Only
	<u>Supply, lay and bed pipes complete with couplings</u>				
8	Form a bidim lined, compacted sub-soil drain with slotted PVC drainpipe-500mm wide x 500mm deep	m			Rate Only
9	Junction boxes for sub-soil drains - 400x400 wide x350mm deep	No			Rate Only
	Athletics Track				
	Base Course				
10	Laser level soil and compact to 95% MDD. Apply and laser level at depth of 150mm Grade G2 Crusher run from a commercial source and compact to 95% Maximum Dry Density. Apply mix of river sand and cement and laser level at depth of 50mm	m^2	840		
	Prime Coat				
11	Supply and spray SS60 primer at a rate of 0,8l/m^2	l	3570		
	Asphalt Surfacing				
12	Supply and paver install a 25mm Continuously Graded Asphalt substrate layer	Item	1	750 000,00	750 000,00
	Styrene Butadiene Rubber				
13	Supply, prime and paver install an SBR Layer	Item	1	590 000,00	590 000,00
	Athletics Track Surface				
14	'Supply and install 13mm Red Polyurathane Spray coat sealing and coating layers	Item	1	1 900 000,00	1 900 000,00
	Lines Setting Out and Marking				
15	Painting multicourt with road marking paint demarcating lines as per drawing	Item	1	150 000,00	150 000,00

	Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO 6				
	BILL NO. 1				
	WATER SUPPLY				
	EARTHWORKS (PIPE TRENCHES)				
	Excavation in earth not exceeding 2m deep				
1	Pipe Trenches	m³	850		
	Extra-over excavation above for:				
2	Soft rock excavation	m³	170		
3	Hard rock excavation	m³			Rate Only
	Extra over all excavations for carting away				
4	Surplus material from trench excavations to a dumping site to be located by the Contractor	m³	127		
	MEDIUM PRESSURE PIPELINES				
	Supply, lay and bed pipes complete with couplings				
5	50mm diameter uPVC Class 9 pipes	m	180		
	Class 6 uPVC pipes with spigot and socket with rubber ring joint including excavation in earth, bedding, backfilling and compaction and disposal of surplus material				
6	32mm Diameter pipes laid in and including trenches not exceeding 1m deep, including thrust blocks	m	622		
7	63mm Diameter pipes laid in and including trenches not exceeding 1m deep, including thrust blocks	m	460		
	BEDDING (PIPES)				
	Provision of Bedding from Trench Excavation				
8	Selected granular material	m³	127		
9	Selected fill material	m³	50		

	ELEVATED WATER TANK PLUS STAND					

9	Supply, deliver and Install 60kL tank on 10m high Galvanised Tower	No			Rate Only
10	Provision for Supply and installation of Pressure Pump	No			Rate Only
	TESTING				
11	Testing water pipe	Item	1		
	FIRE HYDRANTS				
12	Supply, deliver and installation of fire hydrants, including connections	No	5		
	DRINKING FOUNTAINS				
13	Provisional amount of R5 000.00 (Five Thousand Rand) for drinking fountains	Item	1	5 000,00	5 000,00
	Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO 6 **BILL NO. 2** **SEWER RETICULATION**				
1	Up to 1.5m	m^3	420		
2	Over 1.5m up to 2.5m	m^3	85		
	Extra-over excavation for:				
3	Soft rock excavation	m^3	125		
4	Hard rock excavation	m^3	25		
	Extra over all excavations for carting away				

5	Surplus material from trench excavations to a dumping site to belocated by the Contractor	m^3	90		
	SEWERS				
	Supply, lay, joint, bed and test 400KPa Main core uPVC sewer pipes manufactured to SABS 1601				
6	90mm dia.	m	342		
7	110mm dia.	m	280		
	Extra -over uPVC pipe for specials				
8	110mm 90 degree plain bend	No	5		
9	110mm 45 degree plain bend	No	2		
10	110mm 45 degree plain junction	No	3		
11	160mm 90 degree plain bend	No	4		
12	160mm 45 degree plain bend	No	4		
13	160mm 45 degree plain junction	No	2		
	MANHOLES				
	Supply and construct pre-cast concrete manholes, complete with cover and frame and step irons as per drawings within the following depth ranges (depth measured from invert leve lto top of the manhole)				
	1000mm diameter Manholes				
14	up to 1.5m	No	4		
15	over 1.5m up to 2.0m	No	1		
	BEDDING AND BACKFILLING (PIPES)				

	Provision of Bedding from Trench Excavation				
16	Selected granular material	m^3	102		
17	Selected fill material	m^3	40		
	Septic Tank				
18	Construction of a septic tank with all associated ancillary works as per Engineer's designs	Sum	1		Rate Only
	TESTING				
19	Testing drainage pipe system	Item	1	4 500,00	4 500,00
	Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO 6 **BILL NO. 3** **ROADS AND PARKING AREAS**				
	Site clearance, etc				
1	Stripping and removing, debris, vegetation and any spoil materials including trees not exceeding 200mm girth, bush, etc	m²	1888		
	Bulk excavation, Filling, etc				
	Earth filling obtained from the excavations and/or prescribed stockpiles on site compacted to 93% Maximum Dry Density	m³	944		
2	Over site to form platforms				
	Compaction of surfaces				
3	Scarify earth surface to a depth of 150mm, breaking down over size material and reconsolidate to 93% Maximum Dry Density	m²	4720		
	Soil poisoning and insecticide				
4	Apply emergent and pre-emergent weed-killer over compacted	m²	4720		
	Prescribed density tests on filling				
5	Maximum Dry Density test (on engineer's request only)	No	18		
	Layerworks				
6	150mm subgrade layer ripped and compacted to 90% Maximum Dry Density	m³	726		
7	150mm subbase layer compacted to 93% Maximum Dry Density	m³	720		
	Construct 150mm basecourse (chemically stabilised C4) with material excavated from designated excavations				
8	150mm gravel base imported from commercial sources and compacted to 95% of Maximum Dry Density	m³	708		

	Stabilizing agent				
9	Extra over for stabilising over un-stabilised compacted layer	m^3	708		
10	Ordinary Portland cement	t	36		
	Stormwater Drainage				
11	Excavate for 450mm diameter stormwater pipes	m^3	404		
12	300mm diameter stormwater pipe laid to fall including backfill	m	840		
13	Concrete Manholes 1050 diameter 0 to 1,50m deep including cover slabs and covers	No	14		
	25mm River sand				
14	Under concrete pavers	m^2	4 720		
	Interlocking paving blocks				
15	60mm Thick class 25Mpa plain concrete interlocking paving blocks	m^2	4 720		
16	Circular cutting	m	180		
	Precast concrete kerbs:				
17	Figure 10 including unreinforced concrete haunching at back of each joint including excavation, backfilling, etc	m	1 398		
18	Ditto, but circular on plan	m	80		
	Parking markings				
19	Painting parking bays and designations with road marking paint demarcating lines as per drawing	Item	1,0	22 000,00	22 000,00
20	Painted traffic arrow sign 1 500 x 500 mm wide extreme	No	6,0		

21	Painted disabled parking sign 1 500 x 500 mm wide extreme	No	8,0		
	Sub - Total Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO 7 **BILL NO 1** **PROVISIONAL SUMS** **PROVISIONAL AMOUNTS**				
	450 seating grandstand with pre-cast concrete panels and roof structure				
1	Provisional Amount of R4 800 000.00 (Four Million and Seven Hundred Thousand Rand) for the design, manufacturing and complete installation of a 450 seating grandstand with a roof structure	Item	1	4 960 000,00	4 960 000,00
2	Allow for profit if required	%	4 960 000		
3	Allow for general attendance if required	%	4 960 000		
	Signage and Nameplates				
4	Provisional amount of R15 000.00 (Fifteen Thousand Rand) for supply and installation of facility sign boards and building name plates	Item	1	15 000,00	15 000,00
5	Allow for profit if required	%	15 000		
6	Allow for general attendance if required	%	15 000		
	Steel Hand railings				
7	Provisional amount of R75 000.00 (Seventy-Five Thousand Rand) for supply and installation of steel handrails for the grandstand	Item	1	75 000,00	75 000,00
	Groundwater Source Development				

8	Provisional amount of R350 000.00 (Three Hundred and Fifty Thousand Rand) for "Groundwater Resource: Siting, drilling 1 x Borehole and Equipping with Electric Pump"	Item	1	350 000,00	350 000,00
9	Allow for profit if required	%	350 000		
10	Allow for general attendance if required	%	350 000		
	Provision of Accredited Training - Generic Skills				
11	Provisional Amount of R90 000.00 (Ninety Thousand Rand) for the Accredited	Item	1	90 000,00	90 000,00
12	Allow for general attendance if required	%	90 000		
	Outdoor Gym				
13	Provisional amount of R300 000.00 (Three Hundred Thousand) for "Construction of outdoor gym platform and installation of gym equipment"	Item	1	300 000,00	300 000,00
14	Allow for profit if required	%	300 000		
15	Allow for general attendance if required	%	300 000		
	Indigenous Games Areas				
16	Provisional amount of R180 000.00 (One Hundred and Eighty Thousand) for construction of outdoor indigenous games platform	Item	1	180 000,00	180 000,00
17	Allow for profit if required	%	180 000		
18	Allow for general attendance if required	%	180 000		

	Electrical Works and Lighting				
19	Provisional amount of R1 800 000.00 (One Million, Eight Hundred Thousand) for "Electrical Works and Sports Facility Flood Lighting"	Item	1	2 400 000,00	2 400 000,00
20	Allow for profit if required	%	2400 000		
21	Allow for general attendance if required	%	2400 000		
	Sub - Total Carried to Summary				

MOLEMOLE LOCAL MUNICIPALITY

PROJECT DESCRIPTION: UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

SUMMARY OF SCHEDULE OF QUANTITIES

Section 1	Preliminaries and General Items		R _____
Section 2	2 x Ablution blocks		R _____
Section 3	Guardhouse		R _____
Section 4	Dressing Rooms		R _____
Section 5	Sports Field (Athletics Track)		R _____
Section 6	Water Supply		R _____

Section 6	Sewer Reticulation		R _____
Section 6	Roads and Parking Areas		R _____
Section 7	Provisional Sums		R _____
TOTAL FOR SCHEDULE OF QUANTITIES			R _____

MOLEMOLE LOCAL MUNICIPALITY

PROJECT DESCRIPTION: UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

CALCULATION OF TENDER SUM

1. **TOTAL FOR SCHEDULE OF QUANTITIES (brought forward)**		R
2. **ADD: CONTINGENCIES** The sum provided here is under the sole control of the Employer or Employer's appointed Agent and may be deducted in whole or in part	(5% of Item 1 above)	R
SUB-TOTAL		R
15% VAT		R
TOTAL TENDER SUM CARRIED FORWARD TO FORM OF OFFER		R

THE CONTRACT

PART C3..... SCOPE OF WORKS

PART C4..... SITE INFORMATION

PART C3: SCOPE OF WORK

C650 DESCRIPTION OF WORKS 104

C3.2 ENGINEERING 116

C3.3 PROCUREMENT 117

C3.4 CONSTRUCTION 126

C3.5 MANAGEMENT 246

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

C650 DESCRIPTION OF WORKS

C650.1 Employer's Objective

Molemole Local Municipality, in consultation with the community, identified the need for the **UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR).** It is anticipated that upon completion, this project will deliver the following benefits to the users:

- *A safe, modern, and inclusive sports facility, supporting community development, youth engagement, and local sporting events.*

Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work.

Labour-intensive competencies of supervisory and management staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

C650.2 Overview and Location of Works

The project forms part of the broader initiative by the Molemole Local Municipality, supported by the Department of Sport, Arts and Culture, to enhance access to quality recreational and sporting infrastructure within the community. The project seeks to transform the existing underutilized sports grounds into a modern, inclusive, and multi-purpose sporting hub that promotes youth development, community participation, and local talent advancement.

The existing site currently accommodates a gravel football pitch, combi-courts, and limited ablution facilities, which are in poor condition and no longer meet functional or safety standards. The upgrade aims to refurbish these existing facilities and introduce new, purpose-built infrastructure that complies with applicable design and sporting standards.

The proposed scope of works comprises the construction of a 450-seater pre-cast concrete grandstand complete with a roof structure, dressing rooms, and a centre management facility. The development further includes two spectator ablution facilities, a guard house, and the surfacing of the athletics track with a Styrene Butadiene Rubber (SBR) layer.

Additional works include the extension of water supply and internal sewer reticulation infrastructure to service the facility including directional and safety signage, to ensure full functionality and compliance of the sports complex.

The proposed project site is situated in Mogwadi and is about 62km north of the City of Polokwane and is conveniently located off Republic Street, which is the main access road into Mogwadi from the P94/1 (R521).

Table 1: Site Coordinates

DESCRIPTION	LATITUDE	LONGITUDE
Mogwadi	24°44'34.79"S	29°46'41.46"E

C650.3 Extent of Works

The extent of the works entails the following:

- Construction of a 450-seater pre-cast concrete grandstand with a roof structure.
- Surfacing of the athletics track with Styrene Butadiene Rubber (SBR) layer and markings.
- Construction of two (2) spectator ablution facilities.
- Dressing rooms, and Management centre facility.
- New guard house.
- Sitting, drilling and equipping of new borehole with electrical pump.
- Extension of the existing water reticulation and installation of fire hydrants.
- Extension of sewer reticulation.
- Electrical works and flood lighting.
- Access Roads and Parking Areas.
- New outdoor gym, complete with equipment.
- Indigenous outdoor platforms and areas.
- General signages.
- Labour Intensive Construction to create Work Opportunities

C650.6 General Information

C650.6.1 Drawing

The reduced drawings contained in Annexure C that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge, and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used, and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C650.6.2 Power, Water Supply and Other Services

The contractor shall 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.

C650.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is however anticipated that it would be more convenient for the contractor to establish the site camp within the sports facility property, which is already serviced electrical connections as well as the supply of potable water.

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C650.6.4 Additional Requirements for Construction Activities

C650.6.4.1 The contractor may not commence constructional 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.

C650.6.4.2 The contractor shall submit proposals in connection with delivery accesses into the site/property to the engineer for approval.

C650.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C650.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined 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 method 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.

C650.5 Labour Regulations

C650.5.1 **Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C650.5.2 **Applicable labour laws**

Sectorial determination 2: Civil engineering sector.

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R949 in Government Gazette 33665 of 22 October 2015, as reproduced below, shall apply to works described

in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

C650.7.1 **Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C650.7.2 **Applicable labour laws**

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R949 in Government Gazette 33665 of 22 October 2015, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

C650.7.3 **Introduction**

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

In this document –

(a) “department” means any department of the State, implementing agent or contractor;

(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

(c) “worker” means any person working in an elementary occupation on a SPWP;

(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;

(f) “task” means a fixed quantity of work;

(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;

(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;

(i) “time-rated worker” means a worker paid on the basis of the length of time worked.

C650.7.4 Terms of Work

(a) Workers on a SPWP are employed on a temporary basis.

(b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

(c) Employment on a SPWP does not qualify as employment as a contributor for the purposes of

the Unemployment Insurance Act 30 of 1966.

C650.7.5 Normal Hours of Work

An employer may not set tasks or hours of work that require a worker to work–

(a) more than forty hours in any week

(b) on more than five days in any week; and

(c) for more than eight hours on any day.

(d) An employer and worker may agree that a worker will work four days per week.

The worker may then work up to ten hours per day.

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

C650.7.6 Meal Breaks

(f) A worker may not work for more than five hours without taking a meal break of at least thirty minutes' duration.

(g) An employer and worker may agree on longer meal breaks.

(h) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

(i) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C650.7.7 Special Conditions for Security Guards

(a) A security guard may work up to 55 hours per week and up to eleven hours per day.

(b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C650.7.8 Daily Rest Period

(a) who works on a public holiday must be paid –

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

C650.7.9 Weekly Rest Period

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

C650.7.10 Work on Sundays and Public Holidays

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

(c) Work on Sundays is paid at the ordinary rate of pay.

i. A task-rated worker daily task rate, if the worker works for less than four hours;

ii. double the worker's daily task rate, if the worker works for more than four hours.

(d) A time-rated worker who works on a public holiday must be paid –

i. the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

ii. double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

C650.7.11 Sick Leave

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

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

(c) A worker may accumulate a maximum of twelve days' sick leave in a year.

(d) Accumulated sick-leave may not be transferred from one contract to another contract.

(e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

(f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

(g) An employer must pay a worker sick pay on the worker's usual payday.

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

i. absent from work for more than two consecutive days; or

ii. absent from work on more than two occasions in any eight-week period.

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

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

C650.7.12 Maternity Leave

(a) A worker may take up to four consecutive months' unpaid maternity leave.

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

(c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

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

(e) A worker may begin maternity leave –

(f) four weeks before the expected date of birth; or

(g) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(ii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health

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

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

C650.7.12 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

(a) when the employee's child is born;

(b) when the employee's child is sick;

(c) in the event of a death of –

(i) the employee's spouse or life partner;

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

C650.7.13 Statement of Conditions

An employer must give a worker a statement containing the following details at the start of employment

(a) the employer's name and address and the name of the SPWP;

(b) the tasks or job that the worker is to perform; and

(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(d) the worker's rate of pay and how this is to be calculated;

(e) the training that the worker will receive during the SPWP.

(f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

(g) An employer must supply each worker with a copy of these conditions of employment.

C650.7.14 Keeping Records

Every employer must keep a written record of at least the following –

(a) the worker's name and position;

(b) in the case of a task-rated worker, the number of tasks completed by the worker;

(c) in the case of a time-rated worker, the time worked by the worker;

(d) payments made to each worker.

(e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

C650.7.15 Payment

(a) An employer must pay all wages at least monthly into a bank account.

(b) A task-rated worker will only be paid for tasks that have been completed.

(c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

(d) A time-rated worker will be paid at the end of each month.

(e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(f) Payment in cash or by cheque must take place –

(i) at the workplace or at a place agreed to by the worker;

(ii) during the worker's working hours or within fifteen minutes of the start or finish of work;

(iii) in a sealed envelope, which becomes the property of the worker.

C650.7.16 An employer must give a worker the following information in writing –

(a) the period for which payment is made;

(b) the numbers of tasks completed, or hours worked;

(c) the worker's earnings;

(d) any money deducted from the payment;

(e) the actual amount paid to the worker.

(f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

(g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C650.7.17 Deductions

(a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

(b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

(c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

(d) An employer may not require or allow a worker to –

i. repay any payment except an overpayment previously made by the employer by mistake;

ii. state that the worker received a greater amount of money than the employer actually paid to the worker; or

iii. pay the employer or any other person for having been employed.

C650.7.18 Health and Safety

(a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

(b) A worker must –

i. work in a way that does not endanger his/her health and safety or that of any other person;

ii. obey any health and safety instruction;

iii. obey all health and safety rules of the SPWP;

iv. use any personal protective equipment or clothing issued by the employer;

v. report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

C650.7.19 Compensation for Injuries and Diseases

(a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

(b) A worker must report any work-related injury or occupational disease to their employer or

manager.

(c) The employer must report the accident or disease to the Compensation Commissioner.

(d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C650.7.20 Termination

(a) The employer may terminate the employment of a worker for good cause after following a fair procedure.

(b) A worker will not receive severance pay on termination.

(c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

(d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

(e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C650.7.21 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

(a) the worker's full name;

(b) the name and address of the employer;

(c) the SPWP on which the worker worked;

(d) the work performed by the worker;

(e) any training received by the worker as part of the SPWP;

(f) the period for which the worker worked on the SPWP;

(g) any other information agreed on by the employer and worker

C650.7.22 Contractor's default in payment to Labourers and Employees

(a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

(b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

C650.7.23 Provision of Hand tools

(a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

C650.7.23 Reporting

The Contractor shall submit monthly returns/reports as specified below:

(a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.

(b) Copies of identity documents of workers

(c) Number of persons who have attended training including nature and duration of training provided

(d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework

(e) Plant utilization returns

(f) Progress report detailing production output compared to the programme of works

C3.2 ENGINEERING

C3.2.1 Design

(a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

(b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.

(c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

(a) Detail description of Works

(b) General Works

(c) Sign Gantries. E.g.

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing, and the contractor and engineer shall maintain master lists to record and track all transactions.

C3.2.5 List of Drawings for Tender Purposes:

No	DRAWING NUMBER	DRAWING TITLE	PURPOSE
1	MSF2025 010	Overall Layout of Sports Facility	FOR TENDER
2	MSF2025 011	Soccer, Rugby and Athletics Track Field: Drainage Layout	FOR TENDER
3	MSF2025 010	Soccer and Athletics Track Field: General Layout	FOR TENDER
4	MSF2025 06-100	Dressing Rooms - Floor plan, Section, Elevations	FOR TENDER
5	MSC2025 07-100	Ablution Block - Floor plan, Section, Elevations	FOR TENDER

C3.3 PROCUREMENT

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

C3.650 GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply subject to the following terms and conditions:

C3.650.1 Company Registration

Whereas the Agency shall have the above responsibilities, the respective and prospective service providers shall be:

(a) Formally registered entity, in compliance with the applicable legislation such as the Companies Act, the Close Corporations Act, other related industry regulatory bodies, and professional bodies, where required;

(b) Registered with the South African Revenue Services for all categories of taxes applicable to it.

C3.650.2 Tender Evaluation

(a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.

(b) The Municipality may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.

(c) The Municipality shall, when calculating comparative prices, take into account any discounts, which have been offered unconditionally.

(d) A discount, which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

(e) In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a “firm price”.

(f) Points scored must be rounded off to the nearest 2 decimals.

(g) In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

C3.650.3 Principles

(a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs.

(b) The equity ownership contemplated in sub-regulation (C3.650.3(a)) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership as the closing date of the tender.

(c) In the event that the percentage of ownership contemplated in sub regulation (C3.650.3 (b)) changes after the closing date of the tender, the tenderer must notify The Agency and such tenderer will not be eligible for any preference points.

(d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

(e) Subject to sub-regulations C3.650.3 (a), (b), (c) and (d), all claims made for equity ownership by an HDI must be considered according to the following criteria:

i. Equity within private companies must be based on the percentage of equity ownership;

ii. Preference points may not be awarded to public companies and tertiary institutions;

iii. The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations C3.650.3 (a), (b), (c) and (d).

(f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

(g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation C3.650.3 (f) must be submitted to the relevant The Agency.

(h) A Consortium or Joint Venture may, based on the percentage of the contract value

managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

(i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.

(j) The points contemplated in sub-regulation C3.650.3 (i) must be added to the points scored for price, in order to establish the total number of points scored.

(k) Subject to regulations C3.650.3 (i), the contract must be awarded to the tender, which scores the highest points.

(l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more that 25 % of the value of the contract to a person who is not an HDI or does not qualify for such preference.

C3.650.4 Declarations

A tenderer must, in the stipulated manner, declare that-

(a) The information provided is true and correct;

(b) The signatory to the tender document is duly authorised; and

(c) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant The Agency.

C3.650.5 Penalties

(a) The Municipality shall, upon detecting that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, act against the person awarded the contract.

(b) The Municipality may, in addition to any other remedy it may have against the person contemplated in sub-regulations C3.650.5(a).

(c) Recover all costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(d) 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;

(e) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and

(f) Restrict the contractor, its shareholders and directors from obtaining business from the Agency for a period not exceeding 10 years.

(g) The Municipality reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

C3.650.6 Areas of Policy Coverage

The above-mentioned provisions of this policy shall apply subject to, but not limited to, the following entities and/or activity:

(a) Procurement of goods or services;

(b) Appointment of consultants;

(c) Appointment of contractors, subcontractor, consortia and joint venture contractors;

C3.650.7 Criteria for Tender Evaluation

The Agency shall use the following criteria to evaluate tenders: -

(a) Compliance with tender conditions;

(b) Preference point system 90/10 on tenders with a Rand value above R 50 000 000 (fifty million Rand) and preference point system 80/20 for tenders with a Rand value equal to, or above R 30 000 but up to a Rand value of R 50 000 000 (Fifty million Rand);

(c) Status of the enterprise; and

(d) Price and functionality.

C3.650.8 Preference Point System: 80/20

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a R 50 000 000 (fifty million Rand). The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. The formula shall be used to determine points for price and functionality.

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where: Ps = Points scored for price and functionality for the tender under consideration.

Pt = Rand value of tender under consideration. Pmin

= Rand value of the lowest acceptable tender.

(a) A maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a pro-rata thereof commensurate with the percentage of an HDI in a firm or a JV.

(b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.

(c) Only the tenderer with the highest number of points scored may be awarded.

C3.650.10 Award of Contract to Tender Not Scoring the Highest Number of Points

(a) Despite the fact that only the tenderer with the highest number of points scored may be awarded, a contract may, on reasonable and justifiable ground, be awarded to a tender that did not score the highest number of points.

C3.3.2 APPOINTMENT OF CONTRACTORS

C3.3.2.1 Procedure for Invitation of Tenders

Tenders will be invited publicly through the general media and other forms of communication to ensure that the target communities are reached. The intention is to ensure that the SMME's in rural areas that may not be in a position to access the general press is also reached.

C3.3.2.2 The tender invitation shall include:

(a) Specifications and description of project or service to be procured.

(b) Tendering information and documentation will be in English;

(c) A non-refundable charge shall be payable to cover the cost of the tender documents and specifications;

(d) In the event where normal tendering is not practical due to other constraints, at least three (3) selected service providers shall be invited to submit quotations.

C3.3.2.3 Compulsory Requirements

The following requirements shall be applicable to all tenders and non-adherence thereto shall result in an automatic disqualification of the tender submitted:

(a) Attendance of site inspection for briefing;

(b) Submission of valid original tax clearance certificate.

(c) *Submission of names of all management and supervisory staff employed to supervise the labour-intensive portion of the work*

(d) Authority to act and contractually bind the tenderer.

C3.3.2.4 Closure and Opening of Tenders

Tenders shall close on a date and time specified in tender document and shall be opened and read in public.

C3.3.2.6 Preferential Point System

All tenders shall be evaluated according to the price, functionality and preference in compliance with the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Regulations, as amended. Preference points shall be awarded according to tenders whose firms or joint ventures comprise specific combinations of historically disadvantaged persons as owners, trustees, equity shareholders,

subcontractors, joint ventures and or managers. Preference will be calculated in accordance with the preferential point system/s set-out hereunder.

C3.3.2.7 The 80/20 Preference System

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R 30 000 and up to a Rand value of R 50 000 000 (fifty million Rand).

The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. This formula shall be used to determine points for price and functionality.

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where Ps = Points scored for price and functionality for the tender under consideration.

Pt = Rand value of tender under consideration.

Pmin = Rand value of the lowest acceptable tender.

(a) a maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a pro-rata thereof commensurate with the percentage of an HDI in a firm or a JV.

(b) the points scored by a tenderer in respect of an HDI shareholding will added to the points scored for price.

(c) only the tenderer with the highest number of points scored may be awarded.

C3.3.2.9 Points in Respect of Status of Enterprise

A maximum of twenty (20) potential points in 80/20, will be awarded in respect of the status of the enterprise, which may take into consideration factors such as: -

Factor Appraised **80/20 points**

Preference Points for specific Goals	**Means of Verification**	**Points**
People or Business residing within Molemole Local Municipality	Statement of municipal rates or Proof of residents from Traditional Authority	5
Woman-ownership of more than 50%	Identification Document	5
People with Disability	Medical Report indicating Disability	5
Youth (18 to 34 years)	Identification Document	5

The above points shall be allocated on a pro-rata basis to the total composition of owners who are actively involved in the management of the enterprise under consideration. Provided that a person is a South African citizen and has obtained his/her citizenship before the 27 April 1994.

C3.3.2.10 Points in Respect of Price and Functionality

Tenders shall be evaluated on the basis of price: 50% and functionality: 50%. The criteria and weight shall be calculated in terms of the formula as tabulated below:

(a) Calculation of percentage for price

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

$$Ps = \frac{P\min}{Pt} \times AP$$

Where: Ps = Percentage scored for price by bid/proposal under consideration

Pmin = Lowest acceptable bid/proposal

Pt = Price of bid/proposal under consideration

AP = Percentage allocated for price

(b) Calculation of points for functionality

The percentage scored for functionality should be calculated as follows:

The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to percentage functionality:

$$\boldsymbol{Ps = \frac{So}{Ms} \times AP}$$

Where: Ps = Percentage scored for functionality by bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible score

AP = percentage allocated for functionality

The criteria for functionality are:

i	Relevant experience of company/key staff:	**30**
i	Company Experience	**40**

ii	Plant and equipment:	**20**
iii	Financial status	**10**
	TOTAL **45**	

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

Bids/proposals that do not score a certain specified minimum percentage for functionality should be disqualified and not be considered further

(c) Calculation of Points for Functionality and Price

The percentages obtained for functionality should be added to the percentage obtained for price to obtain a percentage out of 100, which in turn should be converted to points out of 80.

The points scored out of 80 should be calculated according to the following formula:

(i) The 80/20 preference point system

$$Ps = 80\left(1 - \frac{Hs - Rs}{Rs}\right)$$

Where: Ps = Points scored for functionality and price of the bid/proposal under Consideration

Hs = Highest percentage scored by any acceptable tenderer for functionality and Price

Rs = Percentage scored for functionality and price by bid/proposal under Consideration

Points scored for specified goals as contemplated by the PPPFA and its Regulations are then calculated separately and added to the points scored for price and functionality in order to obtain a final point. The contract should be awarded to the tenderer scoring the highest points.

i. After the calculation, the tender that scores the highest points, when adding the scores on status of enterprises and price and functionality, shall be awarded the tender;

ii. Points scored on tenders shall be rounded off to 2 decimal places;

iii. Where equal points are scored, the one with the highest preference points shall be awarded;

iv. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

C3.3.2.11 Authority to Award

(a) The Municipality's Executive Council shall, upon recommendation of the Finance and Procurement Committee, have the authority to award all tenders.

C3.3.2.12 Cessions

A service provider awarded a contract may not cede or subcontract a contract/project or any part thereof without written consent of the Agency and where such consent is granted, a signed agreement involving the cedent, cessionary and the Agency shall be entered into.

In any event, not more than 25% of the value of the contract shall be subcontracted. Both the cedent and the cessionary shall be jointly and severally liable for the quality of the material supplied and wormanship.

C3.3.2.13 Performance Guarantees

The Municipality shall strive to facilitate the participation of HDI's and SMME by waiving or reducing the maximum amounts of sureties as follows:

(a) No surety for projects between R 0 to R 500 000.

(b) 1% surety for projects between R 500 000 to R 1 million.

(c) 2,5% surety for projects between R 1 million to R 2 million.

(d) 10% surety for projects above R 2 million.

The period required to provide surety shall be 21 calendar days. However, depending on circumstances, a shorter period may be prescribed. In the event of failure to submit the surety within the stipulated period, the Municipality shall be entitled to cancel the contract and award the tender to a suitable contractor.

Sureties may only be accepted from a banking institution registered in terms of the Bank Act, 1996, an insurer registered in terms of the Insurance Act, 1943 or from governmental institutions established for such purposes.

C3.3.2.14 Notification of Acceptance

Successful service tenderer/s shall be notified before the tender validity period expires.

C3.3.2.15 Contractual Agreement

The relationship between the Municipality and contractor shall be managed under the following contractual documents:

(a) The tender document submitted by the tenderer

(b) The project drawings relevant for the tendered project

(c) The General Conditions of Contract.

(d) The Municipality Procurement Policy

(e) Any other relevant legislation aimed at meeting other government policy initiatives.

C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are:

SABS 1200 A 1986	:	General
SABS 1200 AB 1986	:	Engineers Office
SABS 1200 C 1980 (Amended 1982)	:	Site Clearance
SABS 1200 D 1988 (Amended 1990)	:	Earthworks
SABS 1200 DB 1989	:	Earthworks (Pipe Trenches)
SABS 1200 DM 1981	:	Earthworks (Roads, Subgrade)
SABS 1200 G 1982	:	Concrete (Structural)
SABS 1200 H 1990	:	Structural Steelwork
SABS 1200 HB 1985	:	Cladding and Sheeting
SABS 1200 L 1983	:	Medium Pressure Pipelines
SABS 1200 LB 1983	:	Bedding (Pipes)
SABS 1200 LC 1981	:	Cable Ducts
SABS 1200 LD 1982	:	Sewers
SABS 1200 LE 1982	:	Stormwater Drainage
SABS 1200 M 1996	:	Roads (General)
SABS 1200 ME 1981	:	SUBBASE
SABS 1200 MF 1981	:	BASE
SABS 1200 MG 1996	:	Bituminous Surface Treatment
SABS 1200 MH 1996	:	Asphalt Base and Surfacing
SABS 1200 MJ 1984	:	Segmented Paving
SABS 1200 MK 1983	:	Kerbing and Channelling

Wherever any reference is made to the South African Bureau of Standards (SABS) in either the Bill of Quantities or the document, this reference shall be deemed to read “SANS standard”

The following SANS specifications are also applicable to this contract:

SANS 1921 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works
Part 2:	Accommodation of Traffic on Public Roads Occupied by the Contractor
Part 3:	Structural Steelwork
Part 6:	HIV/AIDS Awareness
SANS 10396: 2003:	Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works and where accommodation of traffic is involved

The Tenderer is expected to be in possession of a copy of the Standard Specifications. The successful Tenderer will be required to provide a full set of the applicable standard specifications at the commencement of the Contract which is to be kept available on site at all times.

Copies of the “Standardised Specification for Civil Engineering Construction” SANS 1200 are available from the:

South African Bureau of Standards
Private Bag X191
Pretoria, 0001

MOLEMOLE LOCAL MUNICIPALITY

PROJECT DESCRIPTION: MOGWADI UOGRADING OF SPORTS FACILITY PHASE 2

C3.2: PROJECT SPECIFICATIONS

STATUS

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

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

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

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

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification

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

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

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the South African Bureau of Standards (SABS)

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

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-4 (2002):	Targeted Construction Procurement (local resources)
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and
Part 2:	Accommodation of Traffic on Public Roads Occupied by the Contractor.
OTHER	Technical Guideline: Bitumen Stabilised Materials: A Guide for the Design and Construction of Bitumen Emulsion and Foam Bitumen Stabilised Materials. TG 2, 2nd Edition, May 2009 (Asphalt Academy)

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the SABS.

C3.4.2.2 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

C3.4.2.3 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME

EPWP Special Project Specification

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

Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works

Requirements for the sourcing and engagement of labour.

C.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS

1914-5, Participation of Targeted Labour.

C.1.2 The rate of pay set for the EPWP is R..... per task or per day.

C.1.3 Tasks established by the contractor must be such that:

a) the average worker completes 5 tasks per week in 40 hours or less; and

b) the weakest worker completes 5 tasks per week in 55 hours or less.

C.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

C.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come

from households:

a) where the head of the household has less than a primary school education;

b) that have less than one full time person earning an income;

c) where subsistence agriculture is the source of income.

d) those who are not in receipt of any social security pension income

C.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

a) 60% women;

b) 55% youth who are between the ages of 18 and 35; and

c) 2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

C.2.1. Definitions

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

C.2.2. Contract participation goals

C.2.3. There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

C.2.4. The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

C.2.5 Terms and conditions for the engagement of targeted labour.

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

C.2.6. Variations to SANS 1914-5

C.2.7. The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

C.2.8. The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

` **Training of targeted labour**

C.650 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

C.3.2. The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible.

The Contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

C.3.3. A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026

C.3.4. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

C.3.5. The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.

C.3.6. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1 Project Description

PS-2 Description of the Site and Access

PS-3 Details of the Works

PS-4 Construction Management Requirements

PS-5 Management of the Works

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1 Project Specifications Relating to the Standard Specifications and Additional Specifications

CONTRACT NO: TECH-002-2026/27

UPGRADING OF MOGWADI SPORTS FACILITY PHASE 2 (MULTI-YEAR)

PART A: GENERAL

Details of the Works

The proposed Mogwadi Upgrading of Sports Facility involves the comprehensive refurbishment, upgrading, and construction of various sports and support infrastructure within the designated site at Mogwadi, under the jurisdiction of Molemole Local Municipality. The works are designed to transform the existing, underutilized facility into a fully functional, safe, and inclusive community sports complex that caters to multiple sporting codes and recreational activities.

The scope of works includes, but is not limited to, the following components:

1. New Construction Works

- ***450-seater precast concrete grandstand with a roof structure***
  Construction of a 450-seater pre-cast concrete grandstand with a roof structure, designed in accordance with **SANS 10160** and **SANS 10162** for structural safety. The facility will include access stairs, balustrades, and safety provisions for spectators.
- **Guard House**
  Construction of a new guard house with integrated security control space to facilitate site management, and access control.
- **Surfacing of Athletics Track**
  Installation of a surfaced athletics track surrounding the football pitch, designed to meet community-level athletic standards with appropriate lane markings and drainage.
- **New Public Ablution Facilities**
  Construction of two new public ablution blocks, each equipped with male, female, and accessible toilets. Facilities will be fitted with modern plumbing, ventilation, and finishes compliant with accessibility standards.
- **Outdoor Gym Facility**
  Development of a community outdoor gym with durable, weather-resistant fitness equipment to promote wellness and recreational activity for users of all ages.
- **Indigenous Games Facility**
  Construction of designated outdoor spaces and installation of equipment for indigenous games, promoting traditional recreational activities and cultural preservation within the community.

2. Civil and Services Infrastructure

- **Earthworks and Platform Preparation**
  Cut-and-fill operations designed to achieve balanced earthworks, stable foundations, and effective site drainage.
- **Water Supply System**
  Extension of the existing internal reticulation to supply additional ablution facilities, and the guard house. Additionally, the installation of fire hydrants.

- **Borehole**
  The scope include siting, drilling, and equipping of a borehole, as required, to supplement the existing water supply and meet both current and future water demand. This will involve the installation of a submersible electric pump, associated control equipment, and connection to the internal water reticulation system, ensuring a reliable and continuous water supply for the facility.
- **Sewer Reticulation**
  Extension of internal sewer networks connecting additional ablution facilities.
- **Stormwater Management**
  Design and installation of stormwater collection and conveyance systems, sized for a 1:10-year return period, to prevent ponding and protect sports surfaces.
- **Electrical Works**
  Installation of an external electrical distribution system to supply the sports field lighting, buildings, and general site illumination, including LED floodlights and security lighting.
- **Access Roads and Parking Areas**
  Construction of paved access roads and parking areas in accordance with TRH 4 and SANS 1200M, providing safe and durable surfaces for vehicles and pedestrians.
- **Signage and Site Furniture**
  Provision of directional and informational signage, waste bins, and benches to enhance functionality and user experience within the facility.

3. Environmental and Compliance Requirements

All construction activities shall be undertaken in accordance with the approved Environmental Management Plan (EMP), as reviewed by LEDET, and in compliance with all relevant environmental, safety, and building regulations.

4. Details of sports facilities

- Surfaced running tracks (Type B) with ten (10) lanes on the printing track and eight (8) lanes on the long distant track (future).
- The facility is integrated within the urban fabric, being bounded by a street network on all sides, to provide adequate access to the facility.

5. Temporary Works

The Contractor shall, as relevant,

a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.

c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
e) The camp shall be adequately guarded during or outside working hours.

PS-3.4 Accommodation of traffic

The Contractor shall organize the work to cause the least possible inconvenience to the public, particularly the residents. In this respect the Contractor's attention is drawn to Clause 8.1.2 of GCC 2015.

All powered vehicles used on the Contract shall be fitted with warning signboards mounted across the back and front of the vehicle. These boards shall be the same width as the vehicle, 400 mm high, display the word "CONSTRUCTION VEHICLE" in bold black lettering on a yellow background and be subject to the approval of the Employer's Agent.

In addition, all vehicles and items of mobile plant operating on site shall be supplied with electrically operated amber rotating beacons of robust construction. The amber lens shall have a height of at least 200 mm and an output of at least 50 W. The beacons shall be placed to be clearly visible from all directions for approximately 300 metres.

No additional payments shall be made for the furnishing of these boards and rotating beacons.

The Contractor shall provide, at his expense, reflective waistcoats, overalls, protective goggles, gloves, hard hats, waterproof clothing etc., which may be necessary for the execution of the contract.

All normal work will be limited to the periods specified in the Conditions of Contract.

Where temporary road signs are required, this will be provided by the Contractor and the Contractor shall at all times ensure proper maintenance thereof.

Failure to maintain road signs, warning signs or rotating lights, etc., in a good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the defective items have been repaired to the satisfaction of the Employer's Agent.

The Contractor may not commence constructional activities before adequate provision has been made to accommodate the traffic as agreed with the Client and/or instructed by the Employer's Agent.

Any cost associated with the accommodation of traffic must be included in the relevant payment items.

PS-4 Construction Management Requirements

4.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.1.7 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 & 4.1.12)*

The requirements for drawings, information and calculations for which the Contractor is responsible are: None.
The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

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

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the completion certificate is issued.

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

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.2 Responsibilities for design and construction

Consulting Engineer

The Consulting engineer responsible for the design in accordance with the specification is ***Engcor Engineering Consultants***.

4.3 Planning and Programme ***(Read with SANS1921-1:2004 clause 4.3)***

Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

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

1. The Contract time is **six (6) months**. Plant and personnel requirements to complete the project within the allocated duration must be incorporated in the Tender.
2. A high standard of traffic accommodation
3. The relocation of services
4. Ancillary works by Emerging Contractors

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

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2015.

4.4 Quality Assurance (QA) ***(Read with SANS 1921 – 1: 2004 clause 4.4)***

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

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

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

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

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

Borrow pits and spoil areas

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer, the PLC, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

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

Process control

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

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

Acceptance control

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

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

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.
The chosen site shall be subject to the approval of the Engineer, the local Tribal Authorities and the Project Liaison Committee (PLC).
Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

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

Accommodation of Employees

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

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

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

Security

The Contractor shall be responsible for the security of his personnel and equipment on and around the site of the works and for the security of his camp. No claims in this regard will be considered.

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.

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

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

4.17 Existing Services ***(Read with SANS 1921 - 1 : 2004 clause 4.17)***

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners are indicated on the drawings:

Service owner	Type of service
Eskom/municipality	Electricity lines
Telkom	Telephone lines

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings, but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.
The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.18 Health and Safety ***(Read with SANS 1921 - 1: 2004 clause 4.18)***

4.18.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 07 February 2014 by the Department of Labour, including the COVID-19 Occupational Health And Safety Measures In Workplaces COVID-19 (C19 OHS), 2020, issued on 24 April 2020.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Part V of the Returnable Schedules.

Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

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

(i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
(ii) pro-active identification of potential hazards and unsafe working conditions;
(iii) provision of a safe working environment and equipment;
(iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5)*;
(v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
(vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
(vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

Cost of compliance with the OHSA Construction Regulations and COVID19 pandemic

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.
Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

A Provisional Sum has been provided in the bills of quantities for management and compliance with the requirements of COVID-19 pandemic response.

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

General

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

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

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

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

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

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

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

Payment

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

4.19 Management of the environment ***(Read with SANS 1921 - 1 : 2004 clause 4.19)***

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

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct I writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

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

(c) Environmental Management Plan

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

PS 5 MANAGEMENT OF THE WORKS

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

1) SANS 1921-1: General engineering and construction works
2) SANS 1921-2: Accommodation of traffic
3) SANS 1921-6: HIV/Aids awareness

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	**Specification data**
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is **A**.
4.2.2	The structural engineer is Nevhutalu Engineering Consultants.
4.650	The planning, programme and method statements are to comply with the following: a) The Contract time is **6 months**. b) Plant and personnel requirements to complete the project in 5 months shall be incorporated. c) A high standard of traffic accommodation. d) The relocation of services (if required). e) Ancillary works by Emerging Contractors. State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, etc., if not provided in the contract data. Provide particulars of phased completion, programme constraints, milestone dates for completion, etc., as necessary. State requirements for sequencing, as required. State any requirements for software for programmes.
4.3.3	
4.7.3	
4.12.2	The samples of materials, wormanship and finishes that the contractor is to provide and deliver to the employer are: None
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) **Site office** which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 48m^2 in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. 2) Engineer's supervisory staff shall be provided with rented accommodation. 3) Engineer's supervisory staff may be provided with cellular phones. 4) The office of the engineer may be equipped with 1 laptop computer and colour laser printer. 5) The office of the engineer may be equipped with a copier, fax and e-mail facilities to facilitate communication. 6) The office of the engineer shall be equipped with HVAC facilities necessary for the climatic condition.

	7) The office of the engineer shall be equipped with two office desks and chairs as well as filling units for files and drawings. 8) A board room will be provided and equipped to accommodate the employer, his agent and the contractor in meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur. Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services. The Contractor shall fulfill all wayleaves requirements/permits prior to and during construction.
4.17.3	Services which are known to exist on the site are: 1..... Electricity poles 2..... Fences 3..... Water pipes **4.....** Culverts/bridge
4.17.4	The requirements for detection apparatus are: Where applicable, the Contractor shall use appropriate detection equipment to locate underground services. The Engineer shall be informed immediately of such activities.

Variations
None

Additional clauses

1 **Site meetings and procedures**

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

Service	Contractor responsibility
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.

Telecommunication	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary telecommunication connections and installations and purchase bandwidth/units from the supplier for the works at his own cost.
Sanitation	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections for the works at his own cost. The contractor shall ensure the provision of this service at the site camp and at accommodation of contractor's employees.
Waste disposal	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary waste disposal means for the works at his own cost.
Security services	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary security arrangements and purchase such goods and services for the works at his own cost.

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.	
Clause	**Specification Data**
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
Additional clauses:	
1	**Stone pitching and rubble concrete masonry** All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall 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 150m. Grout shall be mixed and placed by hand.
2	**Manufactured Elements** Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.
SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.	
4.2.1(a)	A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel: 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at three month intervals throughout the duration of the contract. (Two times in total, including the initial one at the start of the contract.)
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

5.2 Particular / generic specifications

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition), obtainable from the South African Institution of Civil Engineering.

5.3 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.4 Unauthorised persons

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

5.5 Management meetings

Project management meetings will be held once a month. This meeting will be attended by the representatives of the Employer, the representatives of the contractor as well as the representatives of the consultant.

All representatives at the meeting(s) must be delegated to take binding decisions, although it may be sometimes necessary to refer some decisions to higher authority.

Any claim or intention to claim must be brought to the attention of the meeting / Engineer / consultant in writing and within 28 days of the cause of the delay or where contractually required any specific shorter period. Not complying with this instruction / procedure will be regarded as relinquishment of the claim.
All important matters must be brought to the attention of the meeting timorously and supported by a written notification.

5.6 Forms for contract administration

Forms for contract administration will be completed by the consultant's staff on site.

5.7 Electronic payments

The contractor is to fulfil the electronic payment requirements of the Client in order to be paid electronically. The Contractor is also advised to pay all his staff electronically in order to avoid handling large quantities of money on site.

5.8 Daily records

The contractor is required to keep a site diary in which to record daily occurrences on site.

5.9 Payment certificates

The Contractor shall be entitled to receive a monthly progress payment, which shall be based on a progress on site and payment certificate issued by the Consultant.

The Contractor shall on monthly basis submit a monthly statement of all moneys due to him. On such a statement, he shall also include the all materials on site. The statement submitted by the contractor shall indicate measured quantities. The consultant shall submit to the Department of Public Works, Roads and Transport a signed certificate which indicates the amount due to the contractor.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the

relevant information e.g. the requirements where a choice of materials or construction methods are provided for in the standard specifications.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PART C ENVIRONMENTAL MANAGEMENT SPECIFICATION & PLAN

PART D DAYWORKS

PART E OHSA 1993 SAFETY SPECIFICATION

ENVIRONMENTAL SPECIFICATION FOR THE COMSTRUCTION OF MOGWADI SPORTS FACILITY

1. Method Statements

The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Engineer/ECO. Such approval shall not unreasonably be withheld.

The Engineer/ECO may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer/ECO, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

2. Environmental Awareness Training

It is a requirement of this contract that environmental awareness training courses are run for all personnel on site. All employees who spend more than 1 day a week or four days in a month on Site must attend the training. Two types of course shall be run: one for the Contractors and Subcontractors management and the other one for all site staff and labourers. Courses shall be run during normal working hours at a suitable venue provided by the Contractor.

All attendees shall remain for the duration of the course and sign an attendance register that early indicates participant's names on completion, a copy of which shall be handed to the Engineer/ECO. The size of each session shall be limited to the numbers shown in the Project Specification and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site. A Method Statement with respect to the organisation of these courses shall be submitted. Conduct revised training as and when required.

Notwithstanding the specific provisions of this clause it is incumbent upon the Contractor to convey the sentiments of the EMP to all personnel involved with the works.

2.1. Training course for management and foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Engineer/ECO/EO or his designated representative, is of approximately one-hour duration. The initial course shall be undertaken not more than 7 days prior to commencement of work on site.

2.2. Training course for site staff and labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Engineer/ECO/EO unless otherwise indicated in the Project Specification.

The course is approximately one-hour long. The course shall be run not more than 7 days after commencement of work on site with sufficient sessions to accommodate all available personnel.

3. Contractor's Environmental Representative

The Contractor shall appoint an environmental representative (called an Environmental Site Officer) who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification. The Contractor shall forward the name of the environmental representative to the Engineer/ECO/EO for his approval seven days prior to the date of the environmental awareness training course. The Contractor's environmental representative shall complete daily Site Inspection Forms and these shall be submitted to the Engineer/ECO/EO once a week.

4. Site division, demarcation and no go areas

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. The area of the site shall be fenced where possible.

A Method Statement detailing the layout and method of establishment of the construction camp (including all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project) shall be provided.

As required by the Project Specification, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Engineer/ECO/EO. Such fences shall, if so specified, be erected before undertaking designated activities.

If so required by the Project Specification, certain areas shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the "no go" areas at any time.

5. Access routes/ haul roads

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 m/hr. as far as possible the Contractor shall use existing access and haul routes. Damage to the existing access roads as a result of construction activities shall be repaired to the satisfaction of the Engineer/ECO/EO, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor.

6. Construction personnel information posters

As required by the Project Specification, the Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters shall be erected at the eating areas and any other locations specified by the Engineer/ECO/EO.

7. Fire control

No fires may be lit on site. Any fires, which occur, shall be reported to the Engineer/ECO/EO immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the National Environmental Management: Air Quality Act and Community Fire Safety Bylaw, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall forward the name of the Fire Officer to the Engineer/ECO/EO for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other “hot” activities are undertaken.

1. The Contractor shall ensure that the basic fire-fighting equipment is to the satisfaction of the Local Fire Services.
2. The Contractor shall supply all living quarters, site offices, kitchen areas, workshop areas, materials, stores and any other areas identified by the Engineer/ECO/EO with tested and approved firefighting equipment.
3. Fire and “hot work” shall be restricted to a site approved by the Engineer/ECO/EO.

4. A braai facility may be considered at the discretion of the Engineer/ECO/EO.

8. Emergency procedures

The Contractor shall submit Method Statements to the Engineer/ECO/EO covering the procedures for the following emergencies:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Engineer/ECO/EO and telephoning relevant people (from a cellphone) and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer/ECO/EO.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible is designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

9. Safety

Telephone numbers of emergency services, including the local firefighting service, shall be posted conspicuously in the Contractor's office near the telephone. In the event of an emergency, the Contractor shall contact the emergency call center availed for that specific emergency available in the area.

No unauthorized firearms are permitted on Site.

10. Community relations

If so required by the Project Specification, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer/ECO/EO

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

11. Protection of natural features

The Contractor shall not deface, paint, damage or mark o f any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer/ECO/EO. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer/ECO/EO.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

12. Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, the Contractor shall submit a Method Statement.

13. Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer/ECO/EO. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer/ECO/EO.

Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. The method of stabilization shall be determined in consultation with the Engineer/ECO/EO.

14. Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area

15. Recreation

If so required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

16. Temporary site closure

If the Site is closed for a period exceeding one week, the Contractor in consultation with the Engineer/ECO/EO shall carry out the checklist procedure required by the Project Specification. In the event of temporary site closure the Contractor's Safety Officers (as defined by the Occupational Health and Safety Act) shall check the site, ensure that the conditions contained in the Detailed Specification.

17. TOLERANCES

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer/ECO/EO to certify the imposition of a fine

Subject to the details set out in the Project Specification.

PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Bill of Quantities. Rates for Dayworks shall be entered in Dayworks Schedule of the Bill of Quantities in accordance with the following specifications.

D. 1 SCOPE

According to clause 6.5 of the general conditions of contract for construction works (GCC) 2015 edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.4 of the General Conditions of Contract 2015 edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Dayworks Schedule for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015 edition.

D. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

D. 5 SALARIES AND WAGES OF WORMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid (examination included) and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the wormen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the wormen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 6.5.3 and 6.5.4 of the General Condition of Contract 2015 with regard to the submission of Dayworks claims.

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

C3.4.650 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

C3.4.650 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

CONTENTS

C3.4.650.1 INTRODUCTION
C3.4.650.2 SCOPE
C3.4.650.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS
C3.4.650.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE
ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT
ANNEXURE 3: LIST OF RISK ASSESSMENTS

Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, The Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.650.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

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 & safety of his employees and those of his Mandataries.

Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by the Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

(ii) 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 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plans

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's 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 must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) 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 list of identified appointments and may be used to select the appropriate appointments for the current contract:

Ref. Section/Regulation in OHS Act

Batch Plant Supervisor	(Construction Regulation 6(1)
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6)
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunnelling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Municipality together with concise CV's of the appointees. All appointments must be officially approved by the Municipality. Any changes in appointees or appointments must be communicated to the Municipality forthwith.

The Principal Contractor must, furthermore, provide the Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the Municipality or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the Municipality

In addition, the Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS 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 are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports

6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7)

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

* Notification of Construction Work (Construction Regulation 3.)
* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g)
* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1)
* Copies of OH&S Committee and other relevant Minutes
* Designs/drawings (Construction Regulation 5 (8)
* 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 9)
* Appointment/Designation forms as per (a)(i) & (ii) above.
* Registers as follows:
* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
* OH&S Representatives Inspection Register
* Asbestos Demolition & Stripping Register
* Batch Plant Inspections
* Construction Vehicles & Mobile Plant Inspections by Controller
* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
* Demolition Inspection Register
* Designer's Inspection of Structures Record
* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
* Excavations Inspection
* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
* Fall Protection Inspection Register
* First Aid Box Contents
* Fire Equipment Inspection & Maintenance

* Formwork & Support work Inspections
* Hazardous Chemical Substances Record
* Ladder Inspections
* Lifting Equipment Register
* Materials Hoist Inspection Register
* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
* Scaffolding Inspections
* Stacking & 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

The Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(f) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: “Measuring Injury Experience) and report on this to RAL on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, 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 must be held on the OH&S File and a copy must be forwarded to the Municipality for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor’s OH&S Plan.

(i) General Induction Training

All members of Contractor’s Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

* General Induction (Section 8 of the Act)
* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
* Site/Project Manager
* Construction Supervisor
* OH&S Representatives (Section 18 (3) of the Act)
* Training of the Appointees indicated above
* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
* Basic First Aid (General Safety Regulations 3)
* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
* Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

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.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

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, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will 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/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with the Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all the Municipality's OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by the Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d)

The Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by the Municipality:

The Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany the Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) 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.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: “SHE Risk Management Report”

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

* dies
* becomes unconscious
* loses a limb or part of a limb
* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

* a major incident occurred
* the health or safety of any person was endangered
* where a dangerous substance was spilled
* the uncontrolled release of any substance under pressure took place
* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
* machinery ran out of control

to the Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide the Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide the Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is 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 to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is 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.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/ Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as “Work in Elevated Positions”.

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer’s head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
- A geo-scientific report (where applicable)
- The loading the structure is designed to bear
- The methods and sequence of the construction process
- all drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&WS
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&WS must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented

- Persons health must be protected against the use of solvents, oils or other similar substances

(g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to **the Municipality** for approval before commencing with the excavation and **the Municipality** will issue a permit to proceed once the Risk Assessment and Method Statement are approved.

- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
  - the excavation is in stable material or where
  - the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
  - Daily before work commences

- After every blasting operation
- After an unexpected collapse of the excavation
- After substantial damage to any supports
- After rain

The results of any inspections must be recorded in a register kept on site

- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation, the requirements of General Safety Regulation 5 must be observed:
  - any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
  - the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
  - the safe atmosphere must be maintained or
  - employees have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
  - an additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
  - additional breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
  - all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
  - the employer must ensure that all employees have left the confined space after the completion of work
  - where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

(h) Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse

- Steps must be taken to ensure that where a structure is being demolished:

    - No floor. roof or any other part of the structure is overloaded with debris or material that would make it unsafe
    - precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
    - shoring or propping is applied where necessary
    - No person must be required or allowed to work under unsupported overhanging material
    - THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES.

- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers.
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided.
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded.
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
    - Adequately constructed and rigidly fastened
    - If inclined >45 degrees enclosed on all four sides
    - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
    - Discharged into a container or a barricaded area
    - Demolition equipment may only be used on floors or slabs that are able to support it.

- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:

    - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
    - All asbestos materials likely to become airborne must be identified
    - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days

prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

During demolition work:

- All asbestos containing material must be disposed of safely workers must be issued with appropriate PPE and the proper use thereof enforced
- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
  - Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
  - Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
  - Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunneling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800 mm
  - ***** Definition of Tunnelling: “the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, “The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

Boatswains chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.

(l) Batch Plants (Construction Regulation 18)

The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18.

Explosive Powered Tools (Construction Regulation 19)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

- **The Contractor or user must ensure that:**
- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

(m) Cranes & Lifting Equipment (Construction Regulation 20)

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, a table should be used by the driver/operator
- each winch on a lifting machine must al all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit

- fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- fitted with a load limiting device that automatically arrest the lift when
- the load reaches its highest safe position or
- when the mass of the load is greater than the MML
- every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
  - chains – 4 (four)
  - steel wire ropes - 5 (five)
  - fibre ropes - 10 (ten)
- every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- every lifting machine must be inspected, and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML
- in addition, all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety
- devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person
- all maintenance, repairs, alterations and inspection results must be recorded in a log book
- and each lifting machine must have its own log book.
- no person may be lifted by a lifting machine not designed for lifting persons unless in a
- cradle approved by the inspector of the Department of Labour
- every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided
- with a load indicator or a load lifting limiting device

Lifting Tackle:

- to be manufactured of sound material, well-constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML
- factor of safety:

-	Natural fibre ropes	-	10(ten)
-	Man-made fibre ropes & woven webbing	-	06(six)
-	Steel wire ropes – single rope	-	06(six)
-	Steel wire ropes – combination slings	-	08(eight)
-	Mild Steel chains	-	05(five)
-	High tensile/alloy steel chains	-	04(four)

- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by every three months for this purpose and the results recorded.

Operator

- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating.
- Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

Construction Regulation 20:

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
- account must be taken of the bearing capacity of the ground on which the TC is to be erected
- the bases for the TC and tracks for rail mounted TC's must be firm and level
- must be erected at a safe distance from excavations
- clear space must be provided and maintained for erection, operation, maintenance and dismantling
- TC operators must be competent to carry out the work safely

TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to the Municipality for approval and permission to carry out the lift.

(n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

Construction Vehicles and Mobile Plant will be inspected by the Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant (CV&MP) to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP
- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same

- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operator's compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition, CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File

(o) Electrical Installations (Construction Regulation 22)

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File

- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

(p) Electrical & Mechanical Lock-Out

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to the Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site.

(q) Use & Storage of Flammables (Construction Regulation 23)

The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spay painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other sources of ignition is allowed in the area
  - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
  - stored in a locked well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
  - the flammables store to be constructed of two-hour fire-retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire-retardant fire wall
  - Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
  - All electrical switches and fittings to be of a flameproof design

- Any work done with tools in a flammables store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day's quantity of Flammable is to be kept in the workplace
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static
- Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders

(r) Working on or Near Water (Construction Regulation 24)

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measures to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place

(s) Housekeeping (Construction Regulation 25)

The Contractor to ensure that:

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons
- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials

- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
- The walls and roof of every indoors workplace is sound and leak-free
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences, boarded over or provided with protection to prevent persons from falling.

(t) Stacking & Storage (Construction Regulation 27)

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
- Adequate storage areas are provided and demarcated
- The storage areas are kept neat and under control
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out
- The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or
- the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)
- The articles that make up a single tier are consistently of the same size, shape and mass
- Structures for supporting stacks are structurally sound and able to support the mass of the stack
- No articles are removed from the bottom of the stack first but from the top tier first
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
- Stacks that are in danger of collapsing are broken down and restacked
- Stability of stacks are not threatened by vehicles or other moving plant and machinery
- Stacks are built in a header and stretcher fashion and that corners are securely bonded
- Stepped back at least half the depth of a single container at least every fifth tier
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations

(u) Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)

See (u) above and (v) below.

(v) Fire Prevention and Protection

The Principal Contractor must ensure that:

- The risk of fire is avoided
- Sufficient & suitable storage of flammables is provided
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
  - notices prohibiting smoking is displayed and enforced
  - welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
  - only spark-free hand and power tools are used
  - no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
  - flameproof switches & fittings are to be used in the flammable atmosphere
  - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
  - Adequate ventilation is maintained
  - Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
  - Maintenance must include:
  - Regular inspection by a competent person appointed in writing and keeping a register
  - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
- A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
- Employees are informed re. emergency evacuation procedures and escape routes
- Emergency escape routes are kept clear at all times
- After evacuation assembly points are demarcated
- Evacuation is practiced to ensure that all is evacuated timeously
- Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.
- A clearly audible to all persons on site siren or alarm is fitted

(w) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold-water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

Change Rooms

Some form of screened off changing facility must be provided separately for each sex.

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

(x) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any RAL projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

(y) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition, electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

Portable Electrical Tools

- Must be maintained in good condition at all times to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular
- inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable
- electrical tools, above

(z) Public Health & Safety (Section 9 of the OHS Act)

The Principal Contractor will 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 minimize those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passersby to the site

Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times

All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

(aa) Hazardous Chemical Substances

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely
- Employees obey lawful instructions regarding:
  - the wearing and use of protective equipment
  - the use and storage of HCS
  - the prevention of the release of HCS
  - the wearing of exposure monitoring and measuring equipment
  - the cleaning up and disposal of materials containing HCS
  - housekeeping, personal hygiene and the protection of the environment
  - the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from

being detrimentally affected by HCS present or used in the workplace, are taken

- suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
- an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's

- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements

(bb) Project/Site Specific Requirements.

See Appendices 3

Appendix 1: Measuring Injury Experience

Appendix 2: SHE Risk Management Report

Appendix 3. List of Risk Assessments

APPENDIX 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called “DIFR”. The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often “hidden” by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

FORMULA

No. of Compensation Claims X 200 000

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: **The number of claims lodged with the COID insurer for the period under review**

200 000: The fixed factor to align the rate with other rates used internationally

Man-hours Worked

Include: * Hourly Paid Employees
* Sub-contractors (No. of Employees X *220 each)
* Staff (No. of Employees X *220 hours each)

220 man-hours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after-hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed

for the period under review.

2002/03CIFRSystem

APPENDIX 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardized on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

Xyz construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

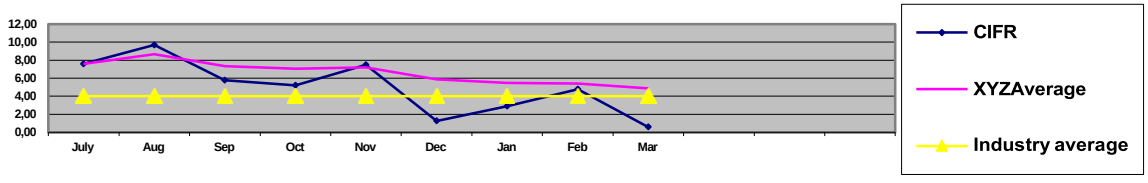
All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programmes available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

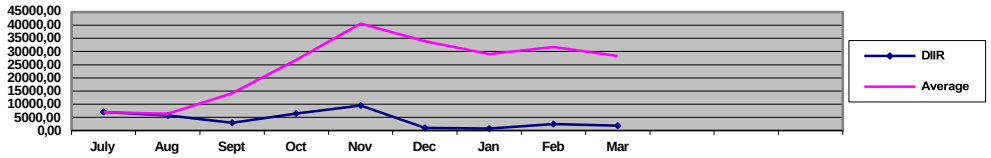
CIFR = Total No. of Claims against the Wormen's Compensation Fund X 200 000

Man-hours worked



2.2. Disabling Injury Incidence Rate (DIIR)

DIIR = No. Disabling Injuries X 200 000
Man-hours worked



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.

2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.

2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

650. New employees must undergo pre-employment medical examinations to:

- protect XYZ from claims at a later stage
- ensure that only healthy persons are employed
- prevent injuries and illness in the workplace
- enhance XYZ image

3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

4.1. Job 00432: Gillooly's Mall Compliance: 56%(*)

Job 00786:	Cullinan Head Office	Compliance: 83%(****)
Job 00589:	Cleveland Station	Compliance: 76%(***)

5. TRAINING

One hundred and forty-two employees, representing 7% of employees, attended nine training courses. *Our objective is to train 5,5% of employees quarterly.

Month	**No. of Employees Trained**	**Course**	**Source**
January	26 15 3	Induction OH&S Reps Crane Drivers	Internal Consultant External
February	23 17	Induction OH&S Reps	Internal Consultant
March	43 9 3 3	Induction OH&S Reps Bomag Rollers First Aiders	Internal Consultant Supplier St. John's

6. LEGAL ISSUES

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AIND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. ENVIRONMENTAL MEASURES

This section indicates the party responsible for implementing the environmental measures and action plans laid out in the EMPr.. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

APPENDIX 3: LIST OF RISK ASSESSMENTS

* Clearing & Grubbing of the Area/Site
* Site Establishment including:

  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site

* Dealing with existing structures
* Location of existing services
* Installation and maintenance of temporary construction electrical supply, lighting and equipment
* Adjacent land uses/surrounding property exposures
* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
* Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
* Exposure to noise
* Exposure to vibration
* Protection against dehydration and heat exhaustion
* Protection from wet & cold conditions
* Dealing with HIV/Aids and other diseases
* Use of Portable Electrical Equipment including

  - Angle grinder
  - Electrical drilling machine
  - Skill saw

* Excavations including

  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench

* Welding including

- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances

* Loading & offloading of trucks
* Aggregate/sand and other materials delivery
* Manual and mechanical handling
* Lifting and lowering operations
* Driving & operation of construction vehicles and mobile plant including

- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant

* Use and storage of flammable liquids and other hazardous substances
* Layering and bedding
* Installation of pipes in trenches
* Pressure testing of pipelines
* 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.

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.4.3.2.1 SCOPE

C3.4.3.2.2 DEFINITIONS

C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

C3.4.3.2.4 LEGAL REQUIREMENTS

C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

C3.4.3.2.6 TRAINING

C3.4.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS

C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

C3.4.3.2.9 RECORD KEEPING

C3.4.3.2.10 COMPLIANCE AND PENALTIES

C3.4.3.2.11 MEASUREMENT AND PAYMENT

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 notification 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 Roads Municipality Limpopo 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.

C3.4.3.2.1. 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 Municipality 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.

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, (N.DEAT), 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.

C3.4.3.2.2. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

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 8.3 as amended by Particular Condition 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 landscape
- Soil 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 C1008. Environmental Management of Construction Activities

C3.4.3.2.3. LEGAL REQUIREMENTS

a) 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 document contradict those specified in the standard or project specifications then the latter shall prevail.

b) 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.

C3.4.3.2.4. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) 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.

b) 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.

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.

c) 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 and subclauses 4.18 and 11.11 of the General Conditions of Contract. 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.

C3.4.3.2.5. 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 Municipality'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.

C3.4.3.2.6. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: 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.

C3.4.3.2.7. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) 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. Read with COLTO Specification 1302(a), 1402 (e).

ii) 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. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). 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.

iii) Rehabilitation

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.

iv) 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.

v) 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.

b) Sewage treatment

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. Read with COLTO Specifications 1402(g) and 1404(a).

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.

c) Waste Management

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.

i) 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 Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF 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. Read with COLTO Specification 1404(a).

ii) 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. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry 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.

d) 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).

i) 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.

ii) 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.

iii) 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.

iv) 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.

e) 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.

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 notification period.

f) Soil Management

i) 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 Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). 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 5 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 top soiled 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.

i) 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) 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 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.

h) 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 C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) 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. (Read with COLTO Specification 3100 and 3200).

ii) 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)

iii) Spoil sites

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 notification 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 notification period upon receipt from the contractor of a landowner’s clearance notice and an engineer’s certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). 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.

iv) 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. 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. (Read with COTO Specification 3203 and 4306).

v) 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.

i) 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 C1008(h)(iii), 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.

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.

j) 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.

k) 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.

i) 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 COTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and maddens

If a grave or madden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/maddens 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 COTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) 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.

m) 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.

n) 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 notification period.

C3.4.3.2.8. 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.

C3.4.3.2.9. 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:

a) Unnecessary removal or damage to trees

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) 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. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 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. : R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. 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.

C3.4.3.2.10. MEASUREMENT AND PAYMENT

Item		Unit
C100.01	**Penalty for unnecessary removal or damage to trees**	
	for the following diameter sizes	
(a)	2600mm girth or less	number (No)
(b)	Greater than 2600mm, but less than 6180mm girth	number (No)
(c)	Greater than 6180mm girth	number (No)

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 C3.5.2.10.

Item		Unit
C100.02	**Penalty for serious violations**	
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b)	General damage to sensitive environments	
(c)	Damage to cultural and historical sites	number (No)
(d)	Pollution of water sources	number (No)
(e)	Unauthorised blasting activities	number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item		**Unit**
C100.03	**Penalty for less serious violations**	
•	Littering on site	number (No)
•	Lighting of illegal fires on site	number (No)
•	Persistent or un-repaired fuel and oil leaks	number (No)
•	Excess dust or excess noise emanating from site	number (No)
•	Dumping of milled material in side drains or on grassed areas	number (No)
•	Possession or use of intoxicating substances on site	number (No)
•	Any vehicles being driven in excess of designated speed limits	number (No)
•	Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
•	Illegal hunting	number (No)
•	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 C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200.

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.

Table 1: Risk Management

NO	ACTIVITIES	RISKS	HAZARDS	CONTROL MEASURES
1.	Site establishment	- Loading and offloading of equipment on trucks (offices). - Snake - Poor stacking and storage - Electrical maintenance	- Tripping and falling off the truck, falling equipment from the truck if not loaded correctly, Manual handling of equipment (Back pain), and Hand cuts from handling hand tools. - Snake bites which could lead to death - Collapsing of stacked material resulting in property damage, injuries or even death - Electric shock / Fire	- Training and supervision - Wearing correct PPE e.g. Gloves - Site Safety Induction Training inclusive of snake awareness training. - Supervision - Qualified and certified personnel to handle site electrical maintenance. - Placing of fire equipment in strategic areas of the site.
2.	Site security	- Unsecured site offices - Unauthorised entrance to site - office	- Theft - Injury	- - Hire an accredited security company to secure our site offices and plant that is on site e.g., excavators, day and night.
3.	Housekeeping / Hygiene	- Littering at the site office and on the construction zone - Uncleansed site offices Dirty company vehicles/plant	- Ground pollution, water pollution. - Office dust that can be inhaled and can cause lung or throat irritation/infection. Dust that can be inhaled and can cause lung or throat infection.	- Dust bins will be placed strategically in the site camp, all litter to be transported from construction zone to the site camp dust bins. - A daily cleaner will be hired to clean and keep the offices clean to promote good housekeeping principles. The interior of company vehicles to be cleaned on a daily basis and the exterior to be cleaned a minimum of two times a week.
4.	Outside work	- Heat - Cold	- Heat stroke / Skin irritation - Flue	- Heat Toolbox talk – sunscreen, drinking water - Toolbox talk - Dressing warm.
5.	Using Portable powered tools	- Mishandling of portable powered tools	- Injuries	- Portable powered tool SWP training and supervision.
6.	Using hand tools	- Broken hand tools handles	- Hand cuts	- Training, inspection, PPE - Gloves
7.	Locating existing services	- Damaging existing services cutting electricity cables, sewerage mains and water pipes	- Electric shock - Ground, water and air pollution from cut sewerage mains Waste of water	- Requesting drawings from the local municipality that outlines the existing services underground. - All pipes that will be cut shall be fixed as soon as possible to avoid further leakage.

				- Supervision
8.	Traffic accommodation	- Poor placing of temporary road signs - No flagman or placing of untrained flagman	- Car accidents leading to property damage (vehicles/plant), injuries or fatalities. - Car accidents leading to property damage (vehicles/plant), injuries or fatalities	- Traffic Management Plan should be drafted and all employees should be trained, a traffic safety officer shall be employed to implement the plan and enforce it on site. - All flagman shall be internally trained and write an exam, only those who pass the exam will qualify to flag on site. - Supervision
9.	Clearing and grubbing (road side and borrow pit/s) using excavators or TLB	- Snake - Dust - Unauthorised or unqualified person operating plant	- Snake bites which could lead to death - Inhalation could lead to internal organs infection - Property damage and injuries/fatalities	- Snake awareness training - Dust Masks - Supervision
10.	Excavating using an Excavator and/ TLB	- Unauthorised or unqualified person operating plant Operator working on elevated position	- Property damage and injuries/fatalities - Slipping and falling when getting on or off the plant.	- Training and supervision - Training FAS and supervision
11.	Excavations /trenches	- Deep excavations /trenches	- People and animals falling into the excavation. Excavation collapsing	- All excavations to be barricaded with a barricading net and signs to be posted warning the public of these excavations/trenches. - All excavations to be shored and slopes reduced
12.	Loading soil material into tipper trucks	- Overloading of material	- Material falling off the road polluting the road. - Material falling and damaging the public's vehicles	- - Training and supervision - - Training and supervision
13.	Backfilling using a TLB/Front end loader	- Children/animals playing next to the construction zone	- TLB burying a child while levelling or backfilling material	- Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area.
14.	Stabilization	- Kids/animals playing next to the construction zone - Cement dust	- Run over by construction plant leading to injuries or death. - Inhalation of cement causing internal infections	- Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area. - Dust masks

15.	Concrete mixing	- Unauthorised or untrained person using the concrete mixer Cement dust	- Machine damage - Inhalation of cement causing internal infections	- Training and supervision Daily inspection of mixer. - Dust masks
16.	HCS storage	- Mixing HCS and general tools or Flammables	- Fire - HCS spillage	- Separate storage Fire extinguisher
17.	Site de-establishment	- Cutting electricity cables when disconnecting Littering	- Electric shock - Littering	- A qualified electrician is to be used. - Rubbish bins
18.	Construction Vehicle / Plant operation during the course of the project	- Speeding / Reckless driving of company vehicles and plant. Visibility - Lack of Supervision - Unmaintained company vehicles and plant - Unauthorised or unqualified person operating plant	- Car accidents when driving of public road that can lead to injuries, death or property damage. - Car accidents. - Running over people/ animals /property during construction hours. - Breakdowns - Car accidents that could lead to injuries, death or property damage.	- Training on how to operate company vehicles during working hours at 40km/hr. - All company vehicles /Plant to operate with a rotating light and headlights on dim during working hours. - Where the view of the operator is obstructed, a flag lady/man is to be allocated to ensure that no accidents take place. - Daily vehicle / plant checklists to be conducted by operators and regular maintenance of vehicles / plant shall be implemented. - Only certified and appointed operators shall operate or drive company vehicles.

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

(a) Monthly client site meeting (using standard agenda for management control).

(b) Technical meetings as required for each phase of the work.

(c) Monthly safety meetings in terms of the OHS requirements.

(d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

ANNEXURE B_ DRAWINGS FOR TENDER PURPOSES