

## HARRY GWALA DISTRICT MUNICIPALITY



### UNIVERSAL RURAL SANITATION COVERAGE

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**CONTRACT No. HGDM658/HGDM/2019**

**CLIENT:**

Harry Gwala District Municipality  
40 Main Street  
IXOPO  
3276

Tel N<sup>o</sup>: +27 (039) 834 8700

Fax N<sup>o</sup>: +27 (039) 834 2259

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

**TENDER CLOSING DATE: 12h00, 14 AUGUST 2020**

**TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS		CHECKED Tenderer
1)	Correct Tender Offer Amount carried forward to Cover Page and Form of Offer on Section C.1.....	<input type="checkbox"/>
2)	All pages requiring signatures signed by the Tenderer .....	<input type="checkbox"/>
3)	Bill of Quantities	
	i) Completed in <b>BLACK INK</b> only .....	<input type="checkbox"/>
	ii) Corrections crossed out and initialled.....	<input type="checkbox"/>
4)	Submission of All Returnable Documents and Schedules	
A	Authority for Signatory.....	<input type="checkbox"/>
B	MBD Forms.....	<input type="checkbox"/>
C	Schedule of work carried out by Tenderer.....	<input type="checkbox"/>
D	Amendments, Qualifications and Alternatives.....	<input type="checkbox"/>
E	Tax Clearance Certificate.....	<input type="checkbox"/>
F	Compulsory Enterprise Questionnaire.....	<input type="checkbox"/>
G	BBBEE Certificate.....	<input type="checkbox"/>
H	Key Personnel .....	<input type="checkbox"/>
I	Contractor's Health and Safety Declaration.....	<input type="checkbox"/>
5)	J Data to be provided by Tenderer.....	<input type="checkbox"/>

**UNIVERSAL RURAL SANITATION COVERAGE****CONTRACT N<sup>o</sup> HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**TABLE OF CONTENTS**

<b>PART</b>	<b>DESCRIPTION</b>	<b>PAGE COLOUR</b>	<b>PAGE No.</b>
<b>PART T: THE TENDER</b>			<b>TP 1</b>
T1.1.	Tender Notice and Invitation To Tender	White	TP 2
T1.2	Tender Data	Pink	TP 4 to TP23
T2.1	Returnable Documents and Schedules	Yellow	RD 1
T2.2	List of Returnable Documents and Schedules	Yellow	RD 2 to RD 52
<b>PART C1: AGREEMENTS AND CONTRACT DATA</b>			<b>C 1 to C 20</b>
C1.1	Form Offer and Acceptance	Yellow	C 2 to C 6
C1.2	Contract Data	Yellow	C 7 to C11
C1.3	Performance Guarantee	Yellow	C 12 to C14
C1.4	Disclosure Statement	Yellow	C 15
C1.5	Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993	Yellow	C 16 to C17
C1.6	Adjudication Board Member Agreement	Yellow	C18 TO C20
<b>PART C2: PRICING DATA</b>			<b>PD 1 to PD 6</b>
C2.1	Pricing Instructions	Yellow	PD 2 to PD 4
C2.2	Schedule of Quantities	Yellow	PD 5 to PD 6
<b>PART C3: SCOPE OF WORK</b>			<b>SW 1 to SW 114</b>
	Scope of Work	Blue	SW 1 to SW 114
<b>PART C4: SITE INFORMATION</b>			<b>SI 1 to SI 3</b>
	Site Information	Green	SI 1 to S5
<b>PART C5: DRAWINGS</b>			<b>D1 to D2</b>
	Drawings	Green	D1

**UNIVERSAL RURAL SANITATION COVERAGE**

**CONTRACT N° HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**PART T1: TENDERING PROCEDURES**

**TABLE OF CONTENTS**

T1.1: Tender Notice and Invitation to Tender .....	TP 5
T1.2: Tender Data .....	TP 5

**T1.1:Tender Notice and Invitation to Tender**

**HARRY GWALA DISTRICT MUNICIPALITY  
INFRASTRUCTURE SERVICES DEPARTMENT**

**BID NOTICE****BID INVITATION**

Bids are hereby invited from qualified and experienced Bidders for the construction of the following Infrastructure projects within the Harry Gwala District municipality

NO	PROJECT NAME	CIDB GRADING	TENDER NUMBER	CLOSING DATE
i.	PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.	N/A	Contract No. HGDM 658/HGDM/2019	14 August 2020 @12h00

**Invalid or non-submission of the following documents will lead to immediate disqualification.**

- Central Supplier database registration
- JV Agreement (if applicable);
- A signed MBD4 form must be submitted with all bids ( available on our website or at reception)

**The following will apply in all the above bids:**

- Valid tax certificate or SARS pin
- Price(s) quoted must be firm and must be inclusive of VAT;
- A firm delivery period must be indicated;
- All tenders must be valid for 90 days after the tender closing date
- A certified and valid B-BBEE status level verification certificate or an original certified sworn affidavit for claiming preference points.
- 80/20 Preference point system will be used in Evaluation. Functionality will be calculated first.

**COLLECTION OF BID DOCUMENTS**

Bid documents may be collected from the **20 July 2020** between **09h00 and 16h00** at Harry Gwala District Municipality Offices, Finance Services Department, situated at Ixopo 40 Main Street, Ixopo 3276. Tender documents will be issued upon payment of a non-refundable cash fee of **R 500 each**. Documents can also be downloaded on municipal website: [www.harrygwalamunicipality.gov.za](http://www.harrygwalamunicipality.gov.za)

**CLOSING DATE**

The closing date for the bids is as per the table above. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name on the outside of the envelopes addressed to **The Municipal Manager**.

Bids must be deposited in the Bid Box at the reception area of Harry Gwala District Municipal, 40 Main Street, IXOPO before the closing date. Telegraphic, telexed or faxed bids will not be considered and late bids will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the bid.

**BID ENQUIRIES**

All bid enquiries and other matters shall be directed to the following during working hours on 039 834 3939:  
Executive Director: Water Services: Mr D Gqiba on [gqibad@harrygwalam.gov.za](mailto:gqibad@harrygwalam.gov.za)  
Mr S Ngcobo on [ngcobos1@harrygwalam.gov.za](mailto:ngcobos1@harrygwalam.gov.za)

**Mrs AN. Dlamini**  
**Municipal Manager**

**T1.2: Tender Data**

The Conditions Of Tender are the Standard Conditions of Tender as contained in Annex F of the legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

1. Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005;
2. Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005;
3. Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006;
4. Board Notice 8 of 2008 in Government Gazette No 30692 of 1 February 2008; and
5. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.
6. Board Notice 136 of 2015 in Government Gazette No. 10684 of 20 January 2017.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

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

Clause Number	Description
F.1.1	The Employer is <b>Harry Gwala District Municipality</b>
F.1.2	<p>The tender documents issued by the employer comprise the following:</p> <p>T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data  T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p><b>Part 1: Agreements And Contract Data</b>  C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Form of Guarantee  C1.4 Adjudicator's Contract</p> <p><b>Part 2: Pricing data</b>  C2.1 Pricing instructions  C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b>  C3 Scope of work</p> <p><b>Part 4: Site information</b>  C4 Site information</p> <p><b>Part 5: Drawings</b>  C5 Drawings</p>

Clause No.	Description
F.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name: N/A</p> <p>Address:</p> <p>Tel N°:</p> <p>Fax N°:</p> <p>Contact Person</p> <p>Email:</p>
F2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Location NONE</p> <p>Date</p> <p>Starting Time</p> <p>Tenderers must sign the Attendance Register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the Attendance Register.</p>
F2.12	<p>If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5 F2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Location of Tender Box: <b>Foyer of Harry Gwala District Municipality Offices</b></p> <p>Physical Address: <b>40 Main Street, IXOPO</b></p> <p>Tender Documents Endorsed: <b>Contract HGDM 685/HGDM/2020</b></p>
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is <b>12h00 on, 14 August 2020.</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.



F.2.16	The tender offer validity period is <b>thirteen (12)</b> weeks (90 days) from the tender closing date
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) either a copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> <li>2) Copies of company registration documents.</li> <li>3) an original valid Tax Clearance issued by the South African Revenue Services.</li> <li>4) Copies of ID documents of Shareholders/Members/Directors of the business enterprises.</li> <li>5) Copy of Letter of Good Standing from the Department of Labour.</li> <li>6) JV Agreement (if applicable).</li> <li>7) Occupational Health and Safety Plan (OHS)</li> <li>8) Proof of Preference Points Claimed (BBEEE Certificate).</li> </ol>
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time:           <b>12h00</b>  Date:            <b>14 August 2020</b></p> <p>Location:       <b>Tender Box, Foyer of Harry Gwala District Municipality Offices, 40 Main Street, IXOPO, 3276</b></p>

F.3.11	<p>The procedure for the evaluation of responsive tenders is <b>Method 2</b> with the 90/10 Preference Point System. Tenderers will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 90/10 Preference Points System.</p> <p><b>Method 2: Financial Offer, Quality and Preferences</b></p> <p><u>(a) Quality</u> The score for quality is to be calculated using the following formula:</p> $W_q = W_2 \times S_o / M_s$ <p>where:  <math>W_2</math> = is the percentage score given to quality and equals <b>100</b>  <math>S_o</math> = is the score for quality allocated to the submission under consideration  <math>M_s</math> = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnables and summarised as follows:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Maximum Allocated Points</th> </tr> </thead> <tbody> <tr> <td>Experience of Bidder with respect to similar projects</td> <td>70</td> </tr> <tr> <td>Financial Capacity</td> <td>10</td> </tr> <tr> <td>Previous Performance</td> <td>20</td> </tr> <tr> <td><b>TOTAL MAXIMUM POINTS</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>The score for quality can be further broken down per individual criteria as follows:</p> <table border="1"> <thead> <tr> <th>Key Criteria Aspect</th> <th>Basis for Points Allocation</th> <th>Score</th> <th>Max Score</th> <th>Verification Method</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Experience of Tenderer (Supplying VIP top and bottom structure)</td> <td>0-2 years of service and provide at least 2 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 1 traceable reference and contact details.</td> <td>10</td> <td rowspan="3">70</td> <td rowspan="3">Appointment letters and Letters of reference as requested to be attached, with valid contact details.</td> </tr> <tr> <td>3-4 years of service and provide at least 3 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 2 traceable references and contact details.</td> <td>35</td> </tr> <tr> <td>5-10 years of service and provide at least 5 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 3 traceable references and contact details.</td> <td>70</td> </tr> <tr> <td rowspan="4">Financial Capacity</td> <td>Undoubted for the amount of your enquiry</td> <td>A = 10</td> <td rowspan="4">10</td> <td rowspan="4">Rating by bank where account is held</td> </tr> <tr> <td>Good for tender amount quoted</td> <td>B = 7</td> </tr> <tr> <td>Average to good for the amount of tender enquiry, if strictly in the way of business</td> <td>C = 4</td> </tr> <tr> <td>Rating below good (D)</td> <td>E-F = 0</td> </tr> </tbody> </table>	Description	Maximum Allocated Points	Experience of Bidder with respect to similar projects	70	Financial Capacity	10	Previous Performance	20	<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>	Key Criteria Aspect	Basis for Points Allocation	Score	Max Score	Verification Method	Experience of Tenderer (Supplying VIP top and bottom structure)	0-2 years of service and provide at least 2 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 1 traceable reference and contact details.	10	70	Appointment letters and Letters of reference as requested to be attached, with valid contact details.	3-4 years of service and provide at least 3 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 2 traceable references and contact details.	35	5-10 years of service and provide at least 5 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 3 traceable references and contact details.	70	Financial Capacity	Undoubted for the amount of your enquiry	A = 10	10	Rating by bank where account is held	Good for tender amount quoted	B = 7	Average to good for the amount of tender enquiry, if strictly in the way of business	C = 4	Rating below good (D)	E-F = 0
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Previous Performance on two similar projects	<b>Performance on 2 similar projects scored on the following by Employer of Referee (Max 5 points per project)</b>		20	Completed and signed referee <b>Form K</b> (form to be signed by client)
	Adequacy of resources (workshop, plant, finance and labour)	5		
	Communication and compliance to instructions	5		
	Quality of work produced	5		
	Time of completion of contract	5		

**Tenderers that score less than 60% of the total score allowed for quality will not be considered further.**

**(b) Financial Offer**

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - Pm) / Pm]$$

where:

W1 = **80** for financial values up to R50 000 000 (inclusive of VAT) of all responsive tenders received, and **90** for financial values over R50 000 000;

Pm = the value of the comparative offer of the most favorable tender;

P = the value of the comparative offer under consideration

**(c) Preferences**

Up to **20** points (for financial values up to R50 000 000) or **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as detailed below.

BBBEE Status Level Contributor	Number of Points (80/20 Principle)	Number of Points (90/10 Principle)
1	20	10
2	18	9
3	14	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant Contributor	0	0

F.3.13.1

Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date;

	<ul style="list-style-type: none"> <li>c) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;</li> <li>d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not             <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>f) has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.</li> <li>g) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting and/or site inspection, as specified;</li> <li>h) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;</li> <li>i) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.</li> </ul>
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.
	<p>The additional conditions of tender are as follows:</p> <ol style="list-style-type: none"> <li>1. The BBBEE Certificate from an accredited organisation will be used to award preference points.</li> </ol>

**APPENDIX: STANDARD CONDITIONS OF TENDER**

*(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (5 August 2005))*

**F.1 General****F.1.1 Actions**

**F1.1.1.** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F1.1.2.** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of the person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- (a) **conflict of interest** means any situation in which
- i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after 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
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### 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 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 tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### F.1.6 Procurement Procedures

##### F.1.6.1 General

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

**F.1.6.2 Competitive Negotiation Procedure**

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

**F.1.6.3 Proposal Procedure using two stage system****F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

- F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2.** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

**F.2 Tenderer's obligations****F.2.1 Eligibility**

- F.2.1.1** Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval prior to do so prior to the closing time of tenders.

**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 satisfy requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Site visit and clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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



**F.2.10 Pricing the tender offer**

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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 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.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all 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 and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and

place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

**F.2.13.9** Accept that tender offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

**F.2.18 Provide other material**

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

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

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

### **F.2.19 Inspections, tests and analysis**

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

### **F.2.20 Submit securities, bonds, 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 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven 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, will then notify it to 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 opening 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 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 advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above 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**

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, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or

- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tenders in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
  - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
  - The summation of the prices.

**F.3.9.2** Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.3** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total as quoted shall govern, and the unit rate will 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.
- b) 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 a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers****F3.11.1 General**

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

**F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

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

**F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 ( all applicable taxes included):

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

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;  $P_t$  = Comparative price of tender or offer under consideration; and

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

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

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

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

**90/10**

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

Where:

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

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

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Price

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

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

where:

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

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

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

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

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

#### F.3.11.8 Scoring preferences

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

#### F.3.11.9 Scoring functionality

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



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

$$NQ = W2 \times SO / MS$$

where:

*SO* is the score for quality allocated to the submission under consideration;

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

*W2* is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.13 Acceptance of tender offer

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

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

### F.3.14 Prepare contract documents

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

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

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

### F.3.15 Complete adjudicator's contract

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

### F.3.16 Notice to unsuccessful tenderers

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**F3.19 Transparency in the procurement process**

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the cidb iTender system.

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

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

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

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

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

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

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

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

**UNIVERSAL RURAL SANITATION COVERAGE**

**CONTRACT N° HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**INDEX**

**PART T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES .....RD2**

**FORM A: ..... Certificate of Attendance at Clarification MeetingRD3**

**FORM B: ..... Authority for SignatoryRD4**

**FORM C: ..... Certificate of Registration with CIDBRD6**

**FORM D: .....Schedule of Work Carried out by the TendererRD7**

**FORM E: .....Preliminary ProgrammeRD8**

**FORM F:..... Amendments, Qualifications and AlternativesRD9**

**FORM G: .....Tenderer’s Tax Clearance CertificateRD11**

**FORM H: .....Tenderer’s Financial StandingRD12**

**FORM I: ..... Form of Intent to Provide a Performance GuaranteeRD13**

**FORM J: ..... Compulsory Enterprise QuestionnaireRD15**

**FORM K: ..... Proforma Client Reference of ProjectsRD17**

**FORM L:..... Proof of Purchase of Tender DocumentsRD18**

**FORM M: .....Preferential ProcurementRD20**

**FORM N: .....MBD4 FormRD26**

**FORM O:     BBBEE Certificate, Company Registration Documents and Other Documents .....RD37**

**FORM P: .....Joint Venture Disclosure FormRD38**

## **PART T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES**

### **1. List of Returnable Documents and Schedules Required for Tender Evaluation Purposes**

- Certificate of Tenderers' Attendance at the Clarification Meeting
- Authority for Signatory
- Schedule of Work Carried out by the Tenderer
- Certificate of Registration with CIDB
- Preliminary Programme
- Amendments, Qualifications and Alternatives
- Tax Clearance Certificate
- BBBEE Certificate
- Tenderer's Financial Standing
- Form of Intent to Provide a Performance Guarantee
- Compulsory Enterprise Questionnaire
- UIF Registration Certificate
- Proof of Purchase of Tender Documents
- MBD4 Form
- Joint Venture Disclosure Form
- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- Copy of Cashed Cheque for Company
- Project Specific Health and Safety Plan
- Certificate of Municipal Services

### **2. Other Returnable Schedules and Documents that Will be Incorporated into the Contract**

- Schedule of Construction Plant & Equipment
- Schedule of Proposed Sub-Contractors
- Record of Addenda to Tender Documents
- Rates for Special Materials
- Contractor's Health and Safety Declaration
- Form of Offer and Acceptance (Part C1)
- Contract Data (Part C1)
- Form of Guarantee (Part C1)
- Adjudicator's Agreement (Part C1)
- Agreement in Terms of the OHSA No 85 of 1993 (Part C1)
- Bill of Quantities (Part C2)
- Scope of Work (Part C3)
- Site information (Part C4)
- Drawings (Part C5)

**FORM A: Certificate of Attendance at Clarification Meeting**

**CONTRACT N° HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

(Please print)

It is hereby CERTIFIED that I, ..... (name)

in my capacity as.....and a duly authorized

representative of..... (the TENDERER)

of (address).....

in the company of..... (the ENGINEER)

attended the official Site Inspection on ..... (date)

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

SIGNATURE .....  
(On behalf of TENDERER)

DATE .....

**AS WITNESS:-**  
(On behalf of ENGINEER)

NAME .....

SIGNATURE .....

DATE .....

**FORM B: Authority for Signatory**

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

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

**A. Certificate for Company**

I, ....., chairperson

of the board of .....,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20...., Mr/Ms .....

acting in the capacity of ....., was authorised to sign all documents in connection with this tender for CONTRACT N° HGDM 658/HGDM/2019 and any contract resulting from it on behalf of the company.

**As witnesses:**

1. ....

Chairman: .....

2. ....

Date: .....

Signature of Authorised Person: .....

**B. Certificate for Partnership**

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

....., hereby authorise

Mr/Ms ....., acting in the capacity of .....

....., to sign all documents in connection with this tender for

CONTRACT N° HGDM 658/HGDM/2019 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Signature of Authorised Person: .....

**C. Certificate for Joint Venture**

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

authorise Mr/Ms ....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with this tender for CONTRACT N° HGDM 658/HGDM/2019 and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

Signature of Authorised Person: .....

**D. Certificate for Sole Proprietor**

I, ....., hereby confirm that I am

the sole owner of the business trading as .....

**As witnesses:**

1. ....

Sole Owner: .....

2. ....

Date: .....

Signature of Authorised Person: .....

**E. Certificate for Close Corporation**

We, calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the c<sup>o</sup> HGDM658/HGDM/2019 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Signature of Authorised Person: .....

**FORM C: Certificate of Registration with CIDB**

The Tenderer is to attach a copy (ies) of Tenderer's Registration with CIDB or alternatively furnish the CIDB registration number and details in the table below. This information will be verified with the CIDB through the CIDB website. It is the Tenderer's responsibility to ensure that their details are displayed on the website. If a joint venture is tendering, details of all the JV members are to be furnished.

Name of Tenderer/Contractor	CIDB Registration Number	Category and Class of Registration e.g. 1CE

My/Our failure to submit the certificate(s) or furnish the required details with my/our tender document will lead to the conclusion that I/we are not registered with CIDB and therefore are not eligible to tender.

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

DATE: .....



**FORM D: Schedule of Work Carried out by the Tenderer**

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

<b>EMPLOYER</b> (Name, Tel No and Fax No)	<b>CONSULTING ENGINEER</b> (Name, Tel No and Fax No)	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

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

DATE: .....



**FORM F: Amendments, Qualifications and Alternatives**

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note

The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

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

**FORM G: Tenderer's Tax Clearance Certificate**

The Tenderer is to attach his original Tax Clearance Certificate or SARS Pin on this page. In the case of a Joint Venture, original copies of Tax Clearance Certificates for all members of the Joint Venture must be attach.

**Tenderers must note that failure to comply with this requirement will render their tender invalid.**

**FORM H: Tenderer's Financial Standing**

**UNIVERSAL RURAL SANITATION COVERAGE  
CONTRACT N° HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES  
ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A  
PERIOD OF 36 MONTHS.**

The Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To this end, the Tenderer must provide with his tender, a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the tenderer be unable to provide a bank rating with his tender, he shall be state the reasons thereof and in addition provide the following details of his banker and bank account details that he intends to use for the contract:

Name of Account Holder: .....

Name of Bank: ..... Branch: .....

Account Number: ..... Account Type: .....

Telephone Number: ..... Fax N°: .....

Name of Contact Person (*at bank*): .....

Failure to provide either the required bank details or a certified bank rating with his tender will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus received as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

DATE: .....

**CERTIFIED BANK RATING**

***Tenderers to attach a Certified Bank Rating to this page. Failure to comply may lead to awarding of zero points for quality on this criterion.***

**FORM I: Form of Intent to Provide a Performance Guarantee**

***[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].***

*Tenderers are to refer to Form C1.3: Form of Guarantee*



**FORM J: Compulsory Enterprise Questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

**If any of the above boxes are marked, disclose the following:**

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Name of Enterprise \_\_\_\_\_

**FORM K: Proforma Client Reference of Projects**

The Tenderer must request previous Client/Referee to be complete this form for two projects for their respective VIP top and bottom structure supplying (as claimed in the Tenderers Experience Schedule). The completed and signed forms to be submitted with the Tender.

**PROFORMA REPORT ON THE TENDERER’S COMPETENCE AND PERFORMANCE ON SANITATION PROJECT FOR TENDER EVALUATION PURPOSES**

The following form will be requested to be completed by the Tenderers previous Clients.

**Project Details:**

Description of work: .....

Employer: .....

Value of work: .....

Contract Duration and Commencement Date: .....

Quantity of VIP top and Bottom Structures supplied: .....

	<b>Qualitative Statements as assessed by Referees</b>	<b>Points</b>		<b>Score</b>
1	“Contractor’s provided adequate resources for the contract”	Unacceptable	0	
		Poor	1	
2	“Contractor’s communication and compliance to instructions was good”	Below Average	2	
		Average	3	
3	“Quality of work produced was to drawings and specification”	Above Average	4	
		Good	5	
4	“Contract was completed on time”			
	<b>Total Points Obtained</b>			

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

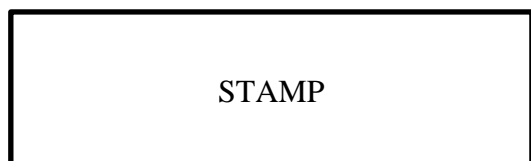
.....  
 .....

Client’s/ contact person & Capacity: .....

Telephone: .....

Client Signature: .....

Date: .....



**FORM K:** Proforma Client Reference of Projects

The Tenderer must request previous Client/Referee to be complete this form for two projects for their respective VIP top and bottom structure supplying (as claimed in the Tenderers Experience Schedule). The completed and signed forms to be submitted with the Tender.

**PROFORMA REPORT ON THE TENDERER’S COMPETENCE AND PERFORMANCE ON SANITATION PROJECT FOR TENDER EVALUATION PURPOSES**

The following form will be requested to be completed by the Tenderers previous Clients.

**Project Details:**

Description of work: .....

Employer: .....

Value of work: .....

Contract Duration and Commencement Date: .....

Quantity of VIP top and Bottom Structures supplied:.....

	<b>Qualitative Statements as assessed by Referees</b>	<b>Points</b>	<b>Score</b>
1	“Contractor’s provided adequate resources for the contract”	Unacceptable Poor	0 1
2	“Contractor’s communication and compliance to instructions was good”	Below Average Average	2 3
3	“Quality of work produced was to drawings and specification”	Above Average Good	4 5
4	“Contract was completed on time”		
	<b>Total Points Obtained</b>		

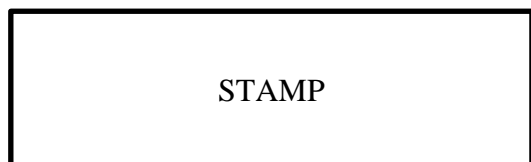
Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....  
 .....

Client’s/ contact person & Capacity: .....

Telephone: .....

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



**FORM L: Proof of Purchase of Tender Documents**

The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof

**FORM M: Preferential Procurement**

Harry Gwala District Municipality has adopted the Preference Point System as stipulated in the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and as set out in the 2017 regulations.

**M.1. PRINCIPLES APPLIED BY THE MUNICIPALITY**

- 1.1 The Harry Gwala District Municipality has a responsibility to ensure that resources are managed in the most efficient and effective manner possible. This aim forms part of a national objective to manage the use of the resources of the nation in a thrifty, careful and economic manner and in such a way as to maximise sustained economic growth. The Municipality also has a responsibility to ensure that its activities further other overall national objectives of equity and redress, and to balance the furthering of these objectives in a manner that is fair and transparent. The Municipality is committed, therefore, to a process of cost effective, competitive procurement for goods and services that incorporates a targeted preferential methodology aimed at furthering the growth and development of persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
- 1.2 No contract for the supply of any goods to or for any work, undertaking or service for or on behalf of the Harry Gwala District Municipality involving an estimated expenditure in excess of an amount prescribed in the Municipality's Preferential Procurement/Supply Chain Management Policy shall be entered into by the Municipality, unless public tenders have been called for in the manner prescribed.
- 1.3 Furthermore, the Harry Gwala District Municipality shall, in accordance with the framework prescribed by national legislation, give preference in awarding contracts to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability, and shall make the granting of such preferences public in the manner determined in the policy.

**M.2 The 90/10 Preference Point System**

The procedure for the evaluation of responsive tenders is **Method 2** with the 90/10 Preference Point System. Tenderes will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 90/10 Preference Points System.

**Method 2: Financial Offer, Quality and Preferences****(a) Quality**

The score for quality is to be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s$$

where:

$W_2$  = is the percentage score given to quality and equals **100**

$S_o$  = is the score for quality allocated to the submission under consideration

$M_s$  = is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnables:

Description	Maximum Allocated Points
Experience of Bidder with respect to similar projects	70
Financial Capacity	10
Previous Performance	20
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

The score for quality can be further broken down per individual criteria as follows:

Key Criteria Aspect	Basis for Points Allocation	Score	Max Score	Verification Method
Experience of Tenderer (Supplying VIP top and bottom structure)	0-2 years of service and provide at least 2 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 1 traceable reference and contact details.	15	70	Appointment letters and Letters of reference as requested to be attached, with valid contact details.
	3-4 years of service and provide at least 3 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 2 traceable references and contact details.	35		
	5-10 years of service and provide at least 5 previous projects on supply and delivery of VIP Top and Bottom structure, with at least 3 traceable references and contact details.	70		
Financial Capacity	Undoubted for the amount of your enquiry	A = 10	10	Rating by bank where account is held
	Good for tender amount quoted	B = 7		
	Average to good for the amount of tender enquiry, if strictly in the way of business	C = 4		
	Rating below good (D)	E-F =0		
Previous Performance on two similar projects	<b>Performance on 2 similar projects scored on the following by Employer of Referee (Max 5 points per project)</b>		20	Completed and signed referee <b>Form K</b> (form to be signed by client)
	Adequacy of resources (workshop, plant, finance and labour)	5		
	Communication and compliance to instructions	5		
	Quality of work produced	5		
	Time of completion of contract	5		

**Tenderers that score less than 60% of the total score allowed for quality will not be considered further.**

**(b) Financial Offer**

The financial offer will be scored using the following formula

Price Points: 90 Points Maximum

The following formula will be used to calculate the points for price in respect of tenders with a Rand value up to R50 000,000: -

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

Where: -

**Ps** = Points scored for price of tender under consideration

**Pt** = Rand value of offer tender consideration

**Pmin** = Rand value of lowest acceptable tender

(c) Preferences

Up to **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below.

BBBEE Status Level Contributor	Number of Points (90/10 Principle)	Number of Points (80/20 Principle)
1	10	20
2	9	18
3	8	14
4	6	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

(d) Example of Adjudication Schedule

A typical example of the tender evaluation process and schedule is shown in the table below.

STAGE 1	STAGE 2	STAGE 3	STAGE 4	STAGE 5	STAGE 6	STAGE 7	STAGE 8	STAGE 9	
Name of Tenderer	Price Tendered	Is Tenderer Responsive	Has Tenderer Scored Adequate Points for Functionality	Risk Assessment			Points Allocation		
				Tendered Time for Completion Realistic	Has Tenderer got the plant and equipment	Are Rates & Price Realistic	Points for Price	Points for BBBEE Status Level of Contribution	Total Points
A	50 000	Yes	Yes	6 Months	YES	NO	0	0	0
B	200 000	Yes	Yes	5 Months	YES	YES	80	2	82
<b>C</b>	<b>210 000</b>	<b>Yes</b>	<b>Yes</b>	<b>6 Months</b>	<b>YES</b>	<b>YES</b>	<b>76.0</b>	<b>8</b>	<b>84.0</b>



D	235 000	Yes	Yes	7 Months	YES	YES	66.0	5	83.8
E	235 000	Yes	Yes	5 Months	YES	YES	66.0	5	83.8
F	600 000	Yes	Yes	6 Months	YES	NO	0	0	0
G	240 000	No	N/A	N/A	YES	N/A	0	0	0

Calculation of Price Points – Tendered	Calculation of Development Points - Tendered
$Np = 80 \left\{ 1 - \frac{(P - P_{min})}{P_{min}} \right\}$ $Np = 80 \left\{ 1 - \frac{(210\,000 - 200\,000)}{200\,000} \right\}$ $= 80 \times (1 - 0.05)$ $= 80 \times 0.95$ <p><b>Np = 76.0</b></p>	<p><b>BBBEE status level of contribution</b></p> <p>= 8 points</p>
<b>TOTAL ADJUDICATION POINTS = 76.0 + 8 = 84.0 POINTS</b>	

### M.3 Bidder Submission Requirements

All bidders must provide the following information and certificates with their bids and may not consider any quotation or bid submitted by a service provider who fails to submit the following information:

- All potential or actual conflicts of interests
- The name of the entity or person
- Whether the owner is or has been in the service of the state in the previous 12 months
- If the provider is not a natural person, whether any of its directors, managers, principle shareholders or stakeholders is in the service of the state or has been in the previous 12 months
- Whether a spouse, child or parent of the provider or of a director, manager shareholder or stakeholder is in the service of the state or has been in the previous 12 months
- Tax reference numbers, including Tax, PAYE, UIF and SDL and VAT, if applicable
- Identification or company registration numbers
- A valid Tax clearance certificates issued by SARS
- BBEEE Certificate for tendering entity. For joint ventures, the BBEEE certificates for the individual JV members should be submitted.
- Registration with relevant bodies or controlling authorities if such registrations are mandatory
- Employment Equity Registration Numbers from the Department of Labour, if applicable
- Proof of registration and a letter of good standing from the Compensation Commissioner in compliance with COID Act.
- Proof that municipal rates, taxes and service charges accounts are in order

### M.4 Adjudication Criteria

Adjudications will be conducted in accordance with the prescribed formulae as indicated in the Preferential Procurement Policy Framework Act and the Broad-Based Black Economic Empowerment Act and scorecards. Adjudication criteria will be clearly stated in the bid documents.

The award must be made to the bidder scoring the highest number of points unless objective criteria indicate that the award should be made to another bidder. The reasons for deviating from the prescribed norms and standards must be documented by the bid adjudication committee and reported immediately to the Accounting Officer. The Accounting Officer may at any stage, refer any recommendations made by either the bid evaluation or bid adjudication committees back to those committees for reconsideration.

### M.5 Rejection / Disqualification Criteria

The Municipality may disqualify any offer or bid submitted for the following reasons:

- (i) The bidder failed to comply with all submission requirements as stated in the tender document.
- (ii) The entity or one of its directors is listed on National Treasury's data base as a person prohibited from doing business with the public sector
- (iii) There are levies for water & sanitation service charges from any Municipality by the entity or any of its directors that are in arrears for longer than 3 months unless credit arrangements have been made in terms of council policies.
- (iv) The entity has failed to perform satisfactorily on previous contracts with any Municipality or other organ of state, after that entity was given written notice that performance was unsatisfactory
- (v) Any of the directors committed a corrupt or fraudulent act in competing for a particular contract or in the execution of a contract
- (vi) An Official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of a contract that benefited that person
- (vii) The entity or any of its directors abused the supply chain management system or committed any improper conduct in relation to such system
- (viii) Any director has been convicted for fraud or corruption during the past 5 years
- (ix) Has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the last 5 years
- (x) Misrepresentation of facts or information in the tender document submitted.
- (xi) Submission of two tender documents (from the same company) unless the other tender document is an alternative offer.

(xii) Any persons whose tax matters have not been declared as being in order by the South African Revenue Services for awards in excess of R15, 000 Inc VAT.

**M.6 Payments**

Payments for Small and Micro projects shall be made within 30 days after submission of an acceptable invoice which has been approved by the Municipality's Representative or as specified in the Municipality's Special Conditions of Contract.

**M.7 Assignment**

The Service Provider may not cede or assign this contract or any moneys due or that may become due to it, without the prior written consent of the Municipality.

**M.8 Joint Ventures**

The Municipality will only accept Joint Venture agreements that are formed as a new legal entity and where an acceptable and legal agreement is submitted to the municipality. Any payments due to the Joint Venture will be made to the JV bank account.

**M.9 Penalties (Construction Contracts and where Necessary)**

Penalties on late completion of work shall be as specified in the Contract Data.

## NATIONAL TREASURY

NO. R. 32

JANUARY 2017

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:  
PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

**SCHEDULE  
Preferential Procurement Regulations, 2017**

**Contents**

1. Definitions
2. Application
3. Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting
4. Prequalification criteria for preferential procurement
5. Tenders to be evaluated on functionality
6. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
7. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
8. Local production and content
9. Subcontracting as condition of tender
10. Criteria for breaking deadlock in scoring
11. Award of contracts to tenderers not scoring highest points
12. Subcontracting after award of tender
13. Cancellation of tender
14. Remedies
15. Circulars and guidelines
16. Repeal of Regulations and saving
17. Short title and commencement

**Definitions**

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

**“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

**“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“black designated groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

**“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**“co-operative”** means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);

**“designated group”** means-

- (a) black designated groups;
- (b) black people;

- (c) women;
- (d) people with disabilities; or
- (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

“**designated sector**” means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);

“**EME**” means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

“**military veteran**” has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

“**National Treasury**” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

“**people with disabilities**” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

“**price**” includes all applicable taxes less all unconditional discounts;

“**proof of B-BBEE status level of contributor**” means-

- (a) the B-BBEE status level certificate issued by an authorised body or person;
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

“**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“**rural area**” means-

- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;

“**stipulated minimum threshold**” means the minimum threshold stipulated in terms of regulation 8(1)(b);

“**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

“**township**” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

“**treasury**” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

“**youth**” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

### **Application**

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.1

### **Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting**

3. An organ of state must-

- (a) determine and stipulate in the tender documents-
  - (i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

- (ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

#### Pre-qualification criteria for preferential procurement

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
- (i) an EME or QSE which is at least 51% owned by black people;
  - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
  - (iii) an EME or QSE which is at least 51% owned by black people who are women;
  - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
  - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - (vi) a cooperative which is at least 51% owned by black people;
  - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
  - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

#### Tenders to be evaluated on functionality

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
- (a) the evaluation criteria for measuring functionality;
  - (b) the points for each criteria and, if any, each sub-criterion; and
  - (c) the minimum qualifying score for functionality.

---

<sup>1</sup>The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (4) The minimum qualifying score for functionality for a tender to be considered further-
- (a) must be determined separately for each tender; and
  - (b) may not be so-
    - (i) low that it may jeopardise the quality of the required goods or services; or
    - (ii) high that it is unreasonably restrictive.

(5) Points scored for functionality must be rounded off to the nearest two decimal places.

(6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.

(7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

**80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million**

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where:-

Ps = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

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

BBEE Status Level Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 80 for price; and

(b) scores 0 points out of 20 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

**90/10 preference point system for acquisition of goods or services with Rand value above R50 million**

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where

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

(2) The following table must be used to calculate the points out of 10 for BBEE:

BBEE Status Level Contributor Number of Points	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

- (a) may only score points out of 90 for price; and  
 (b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;  
 (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;  
 (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.



**Local production and content**

- 8.(1) The Department of Trade and Industry may, in consultation with the National Treasury-
- (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
  - (b) stipulate a minimum threshold for local production and content.
- (2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.
- (3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.
- (4) (a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- (b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.
- (5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

**Subcontracting as condition of tender**

- 9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
- (a) an EME or QSE;
  - (b) an EME or QSE which is at least 51% owned by black people;
  - (c) an EME or QSE which is at least 51% owned by black people who are youth;
  - (d) an EME or QSE which is at least 51% owned by black people who are women;
  - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
  - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - (g) a cooperative which is at least 51% owned by black people;
  - (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
  - (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

**Criteria for breaking deadlock in scoring**

- 10.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- (2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- (3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

**Award of contracts to tenderers not scoring highest points**

- 11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.
- (2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

**Subcontracting after award of tender**

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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

### Cancellation of tender

13. (1) An organ of state may, before the award of a tender, cancel a tender invitation if-

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tender is received; or
- (d) there is a material irregularity in the tender process.

(2) The decision to cancel a tender invitation in terms of subregulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

### Remedies

14.(1) Upon detecting that a tenderer submitted false information regarding its BBBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

- (a) inform the tenderer accordingly;
- (b) give the tenderer an opportunity to make representations within 14 days as to why-
  - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
  - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
  - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
- (c) if it concludes, after considering the representations referred to in subregulation (1)(b), that-
  - (i) such false information was submitted by the tenderer-
    - (aa) disqualify the tenderer or terminate the contract in whole or in part; and
    - (bb) if applicable, claim damages from the tenderer; or
  - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2) (a) An organ of state must-

- (i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);
- (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request an organ of state to submit further information pertaining to subregulation (1) within a specified period.

(3) The National Treasury must-

- (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
- (b) maintain and publish on its official website a list of restricted suppliers.

### Circulars and guidelines

15. The National Treasury may issue-

- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
- (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

### Repeal of Regulations and saving

16.(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called "the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.

(2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.

(3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

**Short title and commencement**

17. These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

.....

**FORM O: BBEE Certificate, Company Registration Documents and Other Documents**

Tenderers are to attach certified copies of the following documentation to this page:

- BBEE Certificate
- Company Registration Documents
- Identity Documents of Company Shareholders/members.
- Proof of Registration on Central Supplier Database

**Tenderers are to note that failure to submit the above documentation may result in the non-award of other preference points during tender evaluation**

**FORM P: Joint Venture Disclosure Form**

**EMPLOYER** : **Harry Gwala District Municipality**

**CONTRACT DESCRIPTION** : **Panel of service providers (three) to supply and deliver top and bottom structures on as & when required without any commitment to a quantum of work ordered for a period of 36 months.**

**CONTRACT NUMBER** : **HGDM658/HGDM/2019**

**PROJECT REFERENCE NUMBER** :

- Note:
- 1) This form needs not be completed for Joint Ventures which have targeted enterprise partners.
  - 2) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
  - 3) A copy of the joint venture agreement must be attached to this form. In order to demonstrate the targeted enterprise partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
    - i) The contributions of capital and equipment
    - ii) Work items to be performed by the targeted enterprise partner’s own forces.
    - iii) Work items to be performed under the supervision of the targeted enterprise partner.
    - iv) The commitment of management, supervisory and operative personnel employed by the targeted enterprise partner to be dedicated to the performance of the Contract.
  - 4) Copies of all written agreements between partners concerning the contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.
  - 5) Targeted enterprise partners must each complete an Enterprise Declaration Affidavits.

**JOINT VENTURE PARTICULARS**

Name : \_\_\_\_\_

Postal address : \_\_\_\_\_

Physical address : \_\_\_\_\_

Telephone : \_\_\_\_\_ Fax \_\_\_\_\_

**IDENTITY OF EACH NON-TARGETED ENTERPRISE PARTNERS**

Name : \_\_\_\_\_

Postal address : \_\_\_\_\_

Physical address : \_\_\_\_\_

Telephone : \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person : \_\_\_\_\_

(Continue as required for further non-targeted enterprise partners)

Name : \_\_\_\_\_



Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

**IDENTITY OF EACH TARGETED ENTERPRISE PARTNER**

Name : \_\_\_\_\_  
 Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

Name : \_\_\_\_\_  
 Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

Name : \_\_\_\_\_  
 Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

**DESCRIPTION OF THE ROLE OF THE TARGETED PARTNERS IN THE JOINT VENTURE**


**OWNERSHIP OF THE JOINT VENTURE**

a) Percentage Ownership in respect of	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
b) Profit and Loss Sharing	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
c) Initial Capital Contribution	:	Targeted Enterprises	_____ R	Targeted Enterprises	_____ R
d) Ongoing Capital Contribution	:	Targeted Enterprises	_____ R	Targeted Enterprises	_____ R
e) Major Plant and Equipment Contribution	:	Targeted Enterprises		Targeted Enterprises	

**RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT OR AS PARTNERS IN OTHER JOINT VENTURES**

**Targeted Enterprise Partners**

- 1. : \_\_\_\_\_
- 2. : \_\_\_\_\_
- 3. : \_\_\_\_\_
- 4. : \_\_\_\_\_
- 5. : \_\_\_\_\_

**Non-Targeted Enterprise Partners**

- 1. : \_\_\_\_\_
- 2. : \_\_\_\_\_
- 3. : \_\_\_\_\_
- 4. : \_\_\_\_\_
- 5. : \_\_\_\_\_

**CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Cheque Signing				
Authority to enter into contracts on behalf of the Joint Venture				
Signing, co-signing and/or collateralizing of loans				
Acquisition of lines of credit				
Acquisition of performance bonds				
Negotiating and signing labour agreements				

**MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Supervision of field operations				
Major purchasing				
Estimating				
Technical management				

**MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) Managing Partner : .....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and /or other parties participating in the execution of the contemplated works?

Partner	Targeted Enterprise Status		Authority Status	
	YES	NO	YES	NO

**PERSONNEL**

a. State the approximate number of operative personnel (by trade/ function/ discipline) needed to perform the Joint Venture work under the contract.

TRADE/FUNCTION/	Total Qty Required	Qty supplied by Targeted Enterprise	Qty supplied by non-Targeted Enterprise

b) Name of individual who will be responsible for hiring Joint Venture employees : .....

c) Name of individual who will be responsible for preparation of Joint Venture payrolls : .....

**CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.


The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Duly authorised to sign on behalf of : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Fax : \_\_\_\_\_  
Date : \_\_\_\_\_

**UNIVERSAL RURAL SANITATION COVERAGE**

**CONTRACT N° HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**PART T2.2: RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

**INDEX**

**FORM Q: ..... Schedule of Construction Plant & EquipmentRD44**

**FORM R: ..... Schedule of Proposed Sub-ContractorsRD45**

**FORM S: ..... Record of Addenda to Tender DocumentsRD46**

**FORM T: ..... Key PersonnelRDError!**

Bookmark not defined.

**FORM U: ..... Rates for Special MaterialsRD47**

**FORM V: .....Contractor's Health and Safety DeclarationRD48**

**FORM W: ..... UIF registration CertificateRD50**

**FORM X: ..... Certificate of Municipal ServicesRD51**

**FORM Q: Schedule of Construction Plant & Equipment**

The following are lists of major Construction Plant and Equipment that I / We presently own or Lease and will have available for this contract if my / our tender is accepted.

(a) **Details of major equipment that is owned by me / us and immediately available for this contract.**

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

*Attach additional pages if more space is required*

(b) **Details of major Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

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

*Attach additional pages if more space is required*

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

DATE: .....

**FORM R: Schedule of Proposed Sub-Contractors**

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR, RECENT WORK EXECUTED BY THE SUB-CONTRACTOR

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

**DATE:** .....

**FORM S: Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

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



**FORM U: Rates for Special Materials**

Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the Conditions of Contract is stated in the list below. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

<b>SPECIAL MATERIAL</b>	<b>UNIT*</b>	<b>Rate or Price for the Base Month</b>

Indicate whether the material will be delivered in bulk or in containers.

**Notes to Tenderer:**

**When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.**

Signed: ..... Date: .....

Name: ..... Position: .....

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

**FORM V: Contractor's Health and Safety Declaration**

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

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

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

- 1. (a) Name and postal address of Contractor:
(b) Name of Contractor's contact person: Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
(b) Name of client's contact person or agent: Telephone number:
4. (a) Name and postal address of designer(s) for the project:
(b) Name of designer's contact person: Telephone number:
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
7. Exact physical address of the construction site or site office:
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

**FORM W: UIF Registration Certificate**

*Tenderers to attach copy of UIF Registration Certificate*

**FORM X: Certificate of Municipal Services**

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

<b>Tender Number:</b>	<b>HGDM658/HGDM/2019</b>
<b>Name of the Tenderer:</b>	_____

**FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
*(full name in block letters)*

**certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.**

\_\_\_\_\_  
 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

**Please note:**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.**

**MUNICIPAL SERVICES STATEMENT**

*Tenderers are to attach the latest statement (not more than 3 months old) from the municipality where the Tenderer receives municipal services*

**UNIVERSAL RURAL SANITATION COVERAGE****CONTRACT HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**PART C1: AGREEMENTS AND CONTRACT DATA****INDEX**

<b>PART C1:</b>	<b>AGREEMENTS AND CONTRACT DATA .....</b>	<b>C2</b>
C1.1	Form of Offer and Acceptance.....	C2
A:	OfferC2	
B:	Acceptance.....	C3
C:	Schedule of Deviations .....	C4
D:	Confirmation of Receipt.....	C6
<b>PART C1.2</b>	<b>CONTRACT DATA .....</b>	<b>C7</b>
C1.2.1	General Conditions of Contract .....	C7
C1.2.2	Contract Data Provided by Employer .....	C8
C1.2.3	Data Provided by the Contractor .....	C11
C1.3:	PERFORMANCE OF GUARANTEE .....	C13
C1.4:	DISCLOSURE STATEMENT.....	C16
C1.5:	AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993 .....	C17
C1.6:	ADJUDICATION BOARD MEMBER AGREEMENT.....	C19

**PART C1: AGREEMENTS AND CONTRACT DATA**

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

**A: Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of: **CONTRACT HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this apart of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS**

.....  
.....  
.....Rand (in words);  
R..... (in figures),

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

**Signature:** .....

**Name:** *(in capitals)*.....

**Capacity:** .....

**Name of Tenderer** *(organisation)*:.....

**Address:** .....  
.....  
.....

Tel: ..... Fax: .....

**Witness:**

Signature: ..... Name: .....

Date: ..... CIDB Registration N<sup>o</sup>:.....



**B: Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name:** *(in capitals)*.....

**Capacity:** .....

**Name of Employer (organisation):**.....

**Address:** .....  
.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

**C: Schedule of Deviations**

Notes:

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

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_

**Subject** \_\_\_\_\_  
\_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)*.....  
.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)*.....  
.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**D: Confirmation of Receipt**

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

The .....(day)  
of .....(month)  
20.....(year)  
at .....(place)

**For the Contractor:**

.....  
Signature  
.....  
Name  
.....  
Capacity

**Signature and Name of Witness:**

.....  
Signature  
.....  
Name

## **PART C1.2      CONTRACT DATA**

### **C1.2.1      General Conditions of Contract**

The General Conditions of Contract for Construction Works (3<sup>RD</sup> Edition 2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

**C1.2.2 Contract Data Provided by Employer****CONTRACT HGDM658/HGDM/2019****PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

	<b>GCC 2 Clause</b>	
Defects Liability Period	1.1.1.13	12 months
Name of Employer	1.1.1.15	Harry Gwala District Municipality
Address of Employer	1.2.1.2	40 main Street, Ixopo, 3276 Harry Gwala District Municipality P O Box X501 IXOPO 3276 Email address: Tel N°: +27 39 834 8700 Fax N°: +27 39 834 2259
Name of Engineer	1.1.1.16	
Address of the Engineer	1.2.1.2	
Pricing Strategy	1.1.1.26	Re-measurement Contract
Subcontracting	4.4.7	Add the following new Clause: The contractor will be required to subcontract up to a maximum of 30% of the work to local subcontractors. The work to be subcontracted will be agreed with the Employer
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurances (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	14 days after commencement date

	<b>GCC 2 Clause</b>	
Non-working Days	5.8.1	Sundays
Special Non working days	5.8.1	1. Public Holidays 2. The year-end break commencing on the first day working day after 15 December and ending on the first Tuesday after 5 January of the next year
Penalty for Failing to Complete the Works	5.13.1	R1, 000.00 per calendar day
The Latent Defect Period	5.16.3	10 years
Contract Price Adjustment Schedule	6.8.2	x = 0,15 a = 0,20 b = 0,20 c = 0,50 d = 0,10  'L' shall be the "Weighted Average" index, P0141, Table A  'F' shall be the "Fuel (Diesel)" index given in P0142.1 Table 12 for KwaZulu Natal
Area for Producer Price Index		Pietermaritzburg
Base Month		Month before closing date of Tenders
Price Adjustments for Special Materials	6.8.3	Price adjustments for variations in the costs special materials are allowed
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of Required
Limit of Indemnity for Liability Insurance	8.6.1.3	R10, 000, 000.00 for each and every claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration

SIGNATURE OF TENDERER: .....

DATE: .....



**C1.2.3 Data Provided by the Contractor**

	<b>GCC 2015 Clause</b>																			
Name of Contractor	1.1.1.9	.....																		
Address of Contractor (Physical and Postal)	1.2.1.2	..... ..... ..... .....																		
Tel:		.....																		
Fax:		.....																		
Email:		.....																		
Time for Achieving Practical Completion:	1.1.1.14	..... <b>Weeks</b>																		
Security to be Provided by Contractor	6.2.1	Refer to Table Below																		
<table border="1"> <thead> <tr> <th>Type of Security</th> <th>Contractor's Choice (Indicate "YES" or "NO")</th> </tr> </thead> <tbody> <tr> <td><i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i></td> <td></td> </tr> <tr> <td>Cash deposit of .....% of the Contract Sum</td> <td></td> </tr> <tr> <td>Performance Guarantee of .....% of the Contract Sum</td> <td></td> </tr> <tr> <td>Retention of .....% of the value of Works</td> <td></td> </tr> <tr> <td>Cash Deposit of .....% of the Contract Sum plus Retention of .....% of the value of Works</td> <td></td> </tr> <tr> <td>Performance Guarantee of .....% of the Contract Sum plus Retention of .....% of the value of Works</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>			Type of Security	Contractor's Choice (Indicate "YES" or "NO")	<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		Cash deposit of .....% of the Contract Sum		Performance Guarantee of .....% of the Contract Sum		Retention of .....% of the value of Works		Cash Deposit of .....% of the Contract Sum plus Retention of .....% of the value of Works		Performance Guarantee of .....% of the Contract Sum plus Retention of .....% of the value of Works					
Type of Security	Contractor's Choice (Indicate "YES" or "NO")																			
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Performance Guarantee of .....% of the Contract Sum plus Retention of .....% of the value of Works																				
Price variation of special materials*	6.8.3	.....																		
<table border="1"> <thead> <tr> <th>Type of Special Material</th> <th>Unit</th> <th>Rate or Price*</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Type of Special Material	Unit	Rate or Price*															
Type of Special Material	Unit	Rate or Price*																		

Rate or price for base month of*	6.8.2	.....

**Tenderers are to note that failure to provide a time for completion of the contract will invalidate the tender offer.**

\* **Delete inapplicable**

Signature: .....

Name of Signatory: .....

Date: .....

Name of Tenderer .....

**C1.3: PERFORMANCE GUARANTEE**

For use with the General Conditions of Contractor for Construction Works, Second Edition, 2010.

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical Address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

.....

“Expiry Date” means: .....

**CONTRACT DETAILS**

Engineer issues; Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and / or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an interim or Final Payment Certificate has not been made in terms of the Contract and failing

- such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/ or the provisional/ final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by Guarantor in terms of 4 or shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment of the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1994, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at .....

Date .....

Guarantor’s signatory (1) .....

Capacity .....

Guarantor’s signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4: DISCLOSURE STATEMENT**

(Date).....

Contract: (Name).....

Contractor: (Name).....

Employer: (Name).....

Engineer: (Name).....

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I had no previous involvement with this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do not have or not have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect the same.

*Should there be any deviation from the foregoing statements, details shall be given hereunder.*

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

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **HARRY GWALA DISTRICT MUNICIPALITY** (hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....

in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: ..... (CONTRACT TITLE)

..... for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited

to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the ..... day of .....20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....



**C1.6: ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....  
.....  
.....

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....  
.....  
.....

Employer: *(Name, physical address, postal address, email address, fax number, telephone, number and mobile number)*.....  
.....  
.....

The contractor and the Employer will hereinafter be collectively referred to as "the Parties".

The Parties entered into a Contract for .....  
*(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to *(ad-hoc adjudication/ standing adjudication\*\*)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
  - a. A monthly retainer of R.....*(amount)* for .....*(number)* of months, and /or
  - b. A daily fee of R.....*(amount)* based on a .....*(number)* hour day, and /or
  - c. An hourly fee of R.....*(amount)*, and /or

d. A non- recurrent appointment fee of R.....(*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member’s expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/ Employer\*\**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member’s bank.

This Agreement is entered into by:

Contractor’s Signature	:	.....
Contractor’s name	:	.....
Place	:	.....
Date	:	.....
Employer’s signature	:	.....
Employer’s name	:	.....
Place	:	.....
Date	:	.....
Adjudication Board Member’s signature	:	.....
Adjudication Board Member’s name	:	.....
Place	:	.....
Date	:	.....

*\*\*Delete the inapplicable party*

**UNIVERSAL RURAL SANITATION COVERAGE**

**CONTRACT N° HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**PART C2: PRICING DATA**

**INDEX**

<b>PART C2: PRICING DATA</b> .....	<b>2</b>
C2.1 Pricing Instructions .....	<b>2</b>

## PART C2: PRICING DATA

### C2.1 Pricing Instructions

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 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 Tenderer 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 tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered 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 tendered 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.

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

**Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

## 8 PROVISIONAL SUM

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payments for the Work done under such items will be made accordance with Clause 6.6 of GCC 2015 (3<sup>rd</sup> Edition) of the General Condition of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract, such approval shall be granted by the Executive Director Infrastructure Services as delegated by the Accounting Officer.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be permissible.

## 9 CONTINGENCY

The sum provided under contingency in the Bill of Quantities is under the sole control of Employer and may be deducted in whole or in part and shall only be expended by order of the Employer as Variation Order. The use of contingency shall be upon approval by the Executive Director Infrastructure Services as delegated by the Accounting Officer.

Director Infrastructure Services as delegated by the Accounting Officer.

## 10 PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS

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

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

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

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

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

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

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

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
No.	=	number

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

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

Item	Pay Ref	Description	Unit	Qty	RATE	AMOUNT
1		<b>Section 1 :. Precast VIP Top Structure as per minimum specification confirmed in technical specifications including transportation. Refer to drawing No.: 001 &amp; IP 001.</b>				
1.1		Top Structure including cover slab, side/back panels, roof and steel door.	No.	3 500.00		
2		<b>Section 2 :. Precast VIP Bottom Structure (Pit Liners) as per minimum specification confirmed in technical specifications including transportation. Refer to drawing 001 &amp; IP 001.</b>				
2.1		Bottom Structure at 2,4m3/unit.	Units	3 500.00		
3		<b>All plastic plumbing components including pedestal VIP 450:</b>				
3.1		Babyseat, Vent pipe, Holderbat, Flyscreen and 5L H/washing facility/ bracket	No.	3 500.00		
3.2		Extra over for allowance for disabled persons to Item 3.1	No.	35		
<b>Total Carried forward to Summary</b>						

<b>SUMMARY OF BILL OF QUANTITIES</b>		
<b>Section</b>	<b>DESCRIPTION</b>	<b>AMOUNT (RAND)</b>
Section 1 ::	Precast VIP Top structure as per minimum specification confirmed in technical specifications	
	<b>SUBTOTAL A</b>	
Section 2 ::	Precast VIP Bottom Structure (Pit Liners) as per minimum specification confirmed in technical specifications including transportation	
	<b>SUBTOTAL B</b>	
	<b>SUBTOTAL A &amp; B</b>	
	CPA ALLOWANCE @ 8%	
	Add: Contingencies 10%	
	<b>SUBTOTAL C</b>	
	VAT @ 15%	
	<b>GRAND TOTAL</b>	



**1 PART 1: CIVIL SCOPE OF WORKS**  
**2 B.3 C3.1 STANDARDISED SPECIFICATIONS**

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

AA	1986	:	GENERAL
AB	1986	:	ENGINEER'S OFFICE
C	1980	:	SITE CLEARANCE (As amended 1982)
GA	1982	:	CONCRETE (Small Works)

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 1921 (2004):** Construction and Management Requirements for Works Contracts
- Part 1: General Engineering and Construction Works; and
  - Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

**2.1 B.4 C3.2 PROJECT SPECIFICATIONS**

The project specification is covered in the following sections:

ITEM	DESCRIPTION	STATUS
PROJECT SPECIFICATION PORTION 1: GENERAL		
PS-1	Project Description	
PS-2	Extent of the Works	
PS-3	Description of the Site and Access	
PS-4	Nature of Ground and Subsoil Conditions	
PS-5	Management Requirements	
PS-7	Site Facilities Available	
PS-8	Site Facilities Required	
PS-11	Occupational Health and Safety	
PS-12	Adverse Weather Conditions	
PS-13	Site Meetings & Reporting	
PS-14	Preferential Procurement	

**3 PROJECT SPECIFICATION PORTION 2**

PSA	General
PSD	Earthworks
PSG/PSGA	Concrete (Small Works)

**4 PARTICULAR SPECIFICATIONS**

PA	Brickwork and Plaster
PE	Environmental Specification
	Project Specification Occupational Health & Safety Specification

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

Part A contains a general description of the works, the site and the requirements to be met.  
Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications

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

## 5 PROJECT SPECIFICATION: PORTION 1

### 6 SABS 1200 PS: GENERAL

#### 7 B.5 PS-1 PROJECT DESCRIPTION

#### 8 PS-1.1 Employer's Objective

The Harry Gwala District Municipality is responsible for the provision of safe potable water and sanitation supplies to the communities falling under its entire area of jurisdiction. The Harry Gwala District Municipality in its capacity as WSA now intends to provide VIP sanitation facilities to all 4 local municipalities that are under the Harry Gwala District Municipality jurisdiction.

#### 9 PS-2 EXTENT OF THE WORKS

### 9.1 PRECAST TOP AND BOTTOM SPECIFICATION

#### 9.2 TOP STRUCTURE

- The Top Structure to be light enough to be carried by 4 people to comprise of a cover slab 1.5m x 0.50m thick reinforced with Ref 311 mesh.
- The 6 side panels and 3 back panels to be minimum 35mm thick reinforced with 3.5mm drawn wire
- Steel door, frame and roof from Z-275 steel material with door latch and toilet roll holder.
- 2.4m lx110 vent pipe
- Plastic holder bat
- Plastic vent pipe
- VIP 200 pedestal and baby seat
- 5 l Handwashing facility and bracket
- Minimum internal dimension of 1100mm x 880 mm x 1.9m high

**NOTE** All concrete to minimum 35 MPA concrete strength

### 9.3 BOTTOM STRUCTURE

- Precast panels 40mm thick reinforced with REF 311 mesh.
- System consist of 4 side panels and two end panels placed on 2x reinforced lintels to give minimum 2.4m volume.
- Precast desludging panel to be provided with system to desluge pit

## 10 ENGINEERS CERTIFICATION

- Both Top and Bottom Structures to be certified by Structural Engineer and confirm to SANS 10400-Q 2011 SANS 10400-S 2011.

Tenderers are required to allow in their tendered prices for the supply of all necessary materials, the supply and use of tools, the provision, operation and maintenance of all Contractor's plant and equipment, the supply and supervision of all labour and workmanship and everything and every service necessary for the supplying of VIP, completion and maintenance of the Works in the manner required by the Contract and to the entire satisfaction of the Engineer.

## 11 B.6 PS-3 DESCRIPTION OF THE SITE AND ACCESS

### 11.1 PS-3.1 Access

The Supplying and delivering of VIP toilet will take place in all four local municipalities namely UBuhlebezwe, UMzimkhulu, Greater Kokstad, and Dr. Nkosazana Dlamini-Zuma LMs that are under the Harry Gwala DM jurisdiction.

### 11.2 PS-3.2 Limitations

The following limitations characterise the site of the pipeline construction

- Extra care will have to be exercised with regards the activities of the Contractor's supplying and delivering the VIP structures on site to ensure that there is no undue damage to private property as a result of construction activities.
- The Contractor will be required to ensure that the insurances for the works cover any damage that may occur to private properties as a result delivering and supplying activities. Should there be any claims against the contractor resulting from contractors' activities, the Engineer will ensure that these have been addressed or the damages rectified prior to the release of the retention held on the contract.

**11.3 B.7 PS-4 NATURE OF GROUND AND SUBSOIL INVESTIGATIONS**

Subsoil investigations have been undertaken on the site. The details the subsoil conditions are provided in Part C4: Site Information of this document. No responsibility is taken by the Employer as a result of any deductions made by the tenderer/contractor from observation/analysis of the results.

**11.4 B.8 PS-5 ENGINEERING AND DESIGN****11.5 PS-5.1 Design Services and Activity Matrix**

The following matrix of responsibilities for design of permanent and temporary works will apply:

<b>Activity Work designed by, per design stage</b>	<b>Responsible Party</b>
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design approved for construction stage	Employer
Temporary works	Contractor
Permanent Works	Contractor
Preparation of as built drawings	Contractor

**11.6 PS-5.2 Employer's Design**

The Employer's design will be for all permanent works and will be detailed in drawings, site instructions the technical specifications to be issued with the tender documents and issued during construction.

**11.7 PS-5.3 Design Brief**

The contractor will be responsible for design of the following (which are all subject to approval by the Engineer):

- Site layouts for the contractor's camp and office accommodation
- Site layouts for the Engineer Representative's temporary office accommodation
- Methodology
- Formwork
- All other temporary works
- Concrete Mix designs

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

**11.8 PS-5.4 Drawings**

The following drawings will be required to be prepared by the contractor as a minimum:

- Site layouts for the contractor's camp and office accommodation
- Site layouts for the Engineer Representative's temporary office accommodation
- Scaffolding and all staging work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The tender drawings are applicable to the contractor are detailed in Part C5 of these documents. These drawings have been used for setting up the Bills of Quantities.

### **11.9 PS-5.5 Design Procedures**

The contractor will be required to furnish the following designs for approval by the Engineer at the indicated times:

Site layouts of the Contractor's camp and office accommodation – within 14 days from commencement date of the contract and in any case prior to the erection of the contractor's camp and offices

Layouts for the Engineer's representative office – within 14 days from commencement date of the contract and in any case prior to the erection of the Engineer's Representative's temporary office premises.

Formwork design – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Scaffolding and all staging work – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Concrete Mix Designs for the all classes of concrete as measured in the Schedule of Quantities prior to the placement of any concrete work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

### **11.10 PS-5.6 Interface with other Contractors**

The contractor may be required to provide access to other contractors undertaking work as per parallel contracts. The costs of this interface will be deemed to have been allowed for in the appropriate items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

## **12 B.9 PS-6 MANAGEMENT REQUIREMENTS**

### **12.1 PS-6.1 General**

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. 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.

**12.2 PS-6.2 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 workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**12.3 PS-6.3 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.

**12.4 PS-6.5 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)****12.5 PS-6.5.1 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 workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

**12.6 PS-6.5.2 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.

**12.7 PS-6.6 Survey beacons (Read with SANS 1921 - 1: 2004 clause 4.15)**

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



**12.8 PS-6.8 Management of the environment (Read with SANS 1921 - 1: 2004 clause 4.19)**

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works. Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. 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.

**12.9 PS-6.9 Overhaul**

No payment will be made for overhaul on this contract unless provision is made thereof in specific items.

**12.10 PS-6.10 Security**

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

**12.11 PS 9.1.3 Sanitary Facilities**

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

**12.12 PS 9.1.4 Telephone Facilities**

The Contractor will not be required to provide a telephone for use by the Engineer. The contractor will however be required to cover cellphone costs for the engineer's site staff for airtime valued at R150/week. Appropriate items have been provided in the Schedule of Quantities to cover these costs.

**12.13 PS 9.1.5 Housing Facilities**

The Contractor will not be required to provide housing facilities for the Engineer's staff. However, a provisional sum has been provided in the schedule of quantities for payment through the contract for accommodation for the Engineer's staff.

**12.14 PS 9.1.6 Parking Facilities**

The Contractor will be required to provide one covered parking bay for the Engineer.

**12.15 PS 9.1.7 Engineer's Transport**

The Contractor will not be required to provide transport for the Engineer's staff.

**12.16 PS 9.1.8 Security**

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should allowed for in the rates tendered for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other through the schedule items in the Schedule of Quantities.

**12.17 PS 9.1.9 Contract staff to assist the Engineer**

The following staff will be recruited by the contractor to assist the Engineer in carrying out his services:

Description of Staff	N° Required	Remarks
Environmental Monitoring	One	Provisional sum provided for appointment as directed by the Engineer. Personnel directed by and report to Engineer
Occupational Health & Safety Monitoring	One	
Technical Assistant	One	
Community Liaison Officer	One	

The required personnel will be identified by the Engineer and will report to the Engineer. Provisional Sums and the relevant mark-up Items are provided for in the Schedule of Quantities to cover these costs.

**12.18 PS 10.3 Environmental Aspects**

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Engineer shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor. Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

**13 B.10 PS-12 OCCUPATIONAL HEALTH AND SAFETY (Read with SANS 1921 - 1: 2004 clause 4.14)****13.1 PS-12.1 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 OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatary 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 by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

### 13.2 PS-12.2 Health and Safety Specifications and Plans to be submitted at tender stage

- 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.

- Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan 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 2003.

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

### 13.3 PS-12.3 Cost of compliance with the OHS Act Construction Regulations

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

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

**13.4 B.11 PS-13 ADVERSE WEATHER CONDITIONS**

In terms of Clause 5.12.2 of the General Conditions of Contract, extension of time will be considered for abnormal rainfall. The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table

**PS-13** hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS 13.1, will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- If no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-13, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

**13.5 Table PS-13: Expected N° of Working Days Lost Monthly Due to Normal Rainfall**

<b>MONTH</b>	<b>Expected number of working days lost as result of normal rainfall</b>
JANUARY	*5
FEBRUARY	5
MARCH	4
APRIL	1
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	3
NOVEMBER	4
DECEMBER	5
<b>TOTAL</b>	<b>33 days</b>

(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Margate. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 21 December and ending on 08 January.

**13.6 B.12 PS-14 SITE MEETINGS AND REPORTING**

The Contractor will be required to attend site meetings organised by the Engineer. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Engineer. The frequency of such meetings will be monthly, as a minimum. However, the frequency can be reviewed, depending on the progress of the contract.

**13.7 B.13 PS-15 PREFERENTIAL PROCUREMENT**

For the purpose of this contract the Contractor shall comply with the preferential procurement statement provided in F.3.11 and T2.2 of the Tender Data.

**14 PROJECT SPECIFICATION: PORTION 2****15 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS****16 INTRODUCTION**

In certain clauses the standard, standardized and particular 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 alternative or additional requirements applicable to

this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

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

## **17 PROJECT SPECIFICATION: PORTION 2**

### **18 SABS 1200 PSA: GENERAL**

### **19 PSA-3 MATERIALS**

### **20 PSA-3.1 Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

#### **20.1 PSA-3.3 Applicable Standards for Cement (Additional Subclause)**

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

## 21 SOUTH AFRICAN NATIONAL STANDARD

The application of the National Building Regulations

### 21.1 Part Q: Non-water-borne means of sanitary disposal

This document should be read in conjunction with SANS 10400-A. Annexes A and B are for information only.

### 21.2 B.14 Contents

- 1 Scope
- 2 Normative references
- 3 Definitions
- 4 Requirements
  - 4.1 General
  - 4.2 Closets
  - 4.3 Chemical toilets
  - 4.4 Ventilated improved pit toilets
- Annex A (informative)

### 21.3 National Building Regulations – Part Q: Non-Water-Borne Means of Sanitary Disposal

#### 21.4

Annex B (informative) Ventilated improved pit toilet

B.15 The application of the National Building Regulations Part Q: Non-water-borne means of sanitary disposal

#### 21.5 Scope

This part of SANS 10400 specifies deemed-to-satisfy requirements for compliance with part Q (Non-Water-Borne Means of Sanitary Disposal) of the National Building Regulations.

NOTE Part Q of the National Building Regulations, issued in terms of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), is reproduced in annex A.

#### Normative references

The following referenced documents are indispensable for the application of this document. Information on currently valid national and international standards can be obtained from the SABS Standards Division.

**SANS 2001-CC1**, Construction works — Part CC1: Concrete works (structural). **SANS 2001-CC2**, Construction works — Part CC2: Concrete works (minor works). **SANS 2001-CM1**, Construction works — Part CM1: Masonry walling.

**SANS 2001-CM2**, Construction works — Part CM2: Strip footings, pad footings and slab-on-the-ground foundations for masonry walling.

**SANS 2001-EM1**, Construction works — Part EM1: Cement plaster.

SANS 10252-2 (SABS 0252-2), Water supply and drainage for buildings — Part 2: Drainage installations for buildings.

SANS 10400-A, The application of the National Building Regulations – Part A: General principles and requirements.

SANS 10400-C, The application of the National Building Regulations — Part C: Dimensions.

SANS 10400-K, The application of the National Building Regulations — Part K: Walls.

SANS 10400-L (SABS 0400-L), The application of the National Building Regulations — Part L: Roofs.  
SANS 10400-O, The application of the National Building Regulations — Part O: Lighting and ventilation.



## 22 Ventilated Improved Pit (VIP) toilet

Toilet which comprises

- a) A pit into which the excreta fall and from which the liquid fraction seeps into the surrounding ground;
- b) A slab which covers the pit, and which has two holes, one for the excreta to fall through and one for the vent pipe;
- c) A superstructure which provides privacy, and which prevents light from entering the pit;
- d) A pedestal seat and seat cover;
- e) A vent pipe which removes odour from the pit; and
- f) A fly screen at the top of the vent pipe which prevents flies from entering the pit through the pipe and prevents flies that have entered the pit through the pedestal from leaving through the vent pipe

## 23 Requirements

### 23.1 1.1 General

The functional regulation Q3 contained in part Q of the National Building Regulations (see annex A) shall be deemed to be satisfied where the non-water-borne sanitary disposal system has a closet in accordance with the requirements of 4.2 and

- a) Complies with the requirements of 4.3 or 4.4;
- b) Is the subject of a rational design or rational assessment performed by a competent person (sanitation) in accordance with annex B of SANS 10400-P:2010, and that complies with the principles for the design, installation and testing of sanitary drainage contained in SANS 10252-2;
- c) is the subject of an Agreement certificate and the system, element or component is used within the scope, conditions and limitations prescribed in the certificate and the element or component is compatible with other elements or components of the drainage system; or
- d) comprises pail toilets which are emptied by or on behalf of a local authority.

### 24 1.2 Closets

1.2.1 A closet shall be constructed with a floor, walls and a roof of material adequate for its purpose, and such closet shall be provided with a door or other means which shall ensure privacy of the occupant of such a closet.

1.2.2 A closet shall comply with the relevant requirements of SANS 10400-B, SANS 10400-C, SANS 10400-K, SANS 10400-L and SANS 10400-O.

1.2.3 Any pan or container and any other fitting related to a closet shall be suitable.

- 1.2.4 The minimum internal dimensions of a closet shall be
- a) width: 800 mm,
  - b) length with door opening outwards: 1 100 mm,
  - c) length with door opening inwards: 2 000 mm, and
  - d) height: 1 900 mm.

**NOTE:** These minimum dimensions are not necessarily suitable for people with disabilities (see SANS 10400-S).

- 1.2.5 The clear distance between the pedestal and a door in a closed position shall not be less than 0,6 m.

4.3 Chemical toilets

A chemical toilet shall be provided with a seat and a receptacle of such height that a space of not more than 25 mm is left between the underside of such seat and the top of the receptacle. The aperture in such seat shall be at least 25 mm less in every diameter than the corresponding diameter of the top of such receptacle and such aperture shall be fitted with a self-closing, fly-proof lid.

4.4 Ventilated improved pit toilets

NOTE 1 The successful use of VIP toilets is as much dependent on correct technical construction as the extent to which communities find them acceptable, and have been informed about their correct use, limitations and maintenance requirements, as this unfamiliar technology requires changes in behaviour.

**24.1 4.4.1 VIP toilets shall**

- a) Be constructed to minimize odours and the attraction of flies by means of air movements, solar heating and light.
- b) Not penetrate the water table;
- c) Only be constructed where the percolation rate measured in accordance with SANS 10400-P does not exceed 50 mm/h and is not less than 2,5 mm/h;
- d) Not be built under or near trees;
- e) Where the pit is to be emptied by a vacuum tanker, be lined as described in 4.4.12 and situated so that a vacuum tanker is able to approach it to within 30 m, and the surface upon which the tanker stands is not more than 2,0 m above the top of the pit;
- f) Be situated downstream of, or more than 30 m away from, a well or water source;
- g) Be located at least 3 m away from buildings; and
- h) where permanent, be located at least 2,75 m away from the erf boundary to allow access for maintenance.

**24.2 NOTE 1 Regulation Q2 prohibits the construction of any pit toilet without the permission of the local authority.**

**NOTE 2**

Annex B describes the principles for the design and construction of VIP toilets. The effective volume of a pit for a typical rural household should be at least 2,5 m<sup>3</sup> where it is to be emptied. For temporary toilets, the volume of the pit should be increased to at least 3,5 m<sup>3</sup>. Pits should provide for 0,5 m height of free board above the effective volume of the pit.

**NOTE 3**

For maximum efficiency, a pit should be large and deep. Round pits should have a diameter of 1 m to 1,5 m and square pits a width of 1 m to 1,5 m.

**NOTE 4**

Ideally VIP toilets should be located at least 5 m away from habitable buildings so as to avoid unpleasant odours.

4.4.2 Pits in unstable soils shall be fully lined with provisions for seepage as described in 4.4.12(d). Unlined pits shall be circular and shall not exceed 1,5 m in diameter.

**NOTE B.4** provides some guidance on the determination of soil stability.

4.4.3 VIP toilets that are to be emptied by the local authority, shall have a capacity such that the cleaning interval is acceptable to such authority.

**NOTE**

Annex B provides guidance on determining the capacity of VIP toilets.

4.4.4 VIP toilets shall be provided with a seat and closing lid such that the space between the underside of the seat and the top of the receptacle is not more than 25 mm. The seat shall be so designed that the aperture at the top of the seat is not less than 250 mm and not more than 300 mm in diameter. For children, an additional seat that has an aperture of between 150 mm and 200 mm shall be provided.

4.4.5 The hole in the floor slab shall have the same dimension or be larger than the inside dimension of the pedestal. The edges shall be smoothly finished off.

**NOTE**

For ease of cleaning, particular attention should be paid to the finishing of the edges of the openings situated below the pedestals.

4.4.6 Measures shall be taken to prevent rainwater, soil, rubbish and other foreign material from entering the system. Separate provisions shall be made for the disposal of grey water and other household waste.

4.4.7 The closet shall be provided with an opening, or openings, of area at least 0,2 m<sup>2</sup> for the purposes of natural lighting and through-ventilation. The inside of the closet, however, shall be adequately dark to discourage flies from exiting the pit via the pedestal.

**NOTE 1**

Openings dissipate odours and allow the ventilation pipes of VIP toilets to function properly. Any such opening, or openings, should preferably be screened to prevent flies from entering the superstructure.

**NOTE 2**

Ideally, openings should face into the prevailing wind in order to pressurize the closet and induce air flow into the pit and out through the vent pipe. (See annex B.)

4.4.8 Pits of VIP toilets shall be ventilated with a ventilation pipe of nominal diameter at least 100 mm.

**NOTE**

Ideally, ventilation pipes should be located on the northern side of the superstructure. PVC pipes should either be painted or be manufactured with a special stabilizer, which prevents damage due to ultra- violet radiation.

4.4.9 All ventilation pipes shall be screened with a corrosion-resistant material, which is resistant to ultraviolet radiation, to prevent insects from entering or from escaping from the pit. The apertures in the mesh of screens over the ventilation pipes shall be small enough to trap insects, but large enough to achieve proper ventilation of the pit. The construction shall be such that it is not possible for leaves and other debris to accumulate on top of the screen.

**NOTE**

A square mesh with 2,25 mm apertures will ensure that all flies are trapped.

4.4.10 The ventilation pipe shall have a minimum internal diameter of 100 mm and shall be so installed that its open end is the greater of

- a) 2,5 m above the finished ground level, and
- b) 500 mm above the highest point of the roof.

**NOTE 1**

Ventilation of the pit is necessary for the proper functioning of the VIP toilet. When the temperature in the vent pipe is 2 °C warmer than the air in the closet, air flows up the pipe. When the temperature in the closet is higher than that in the vent pipe, the pit vents into the closet unless there is sufficient wind to siphon air from the vent pipe. The temperature within the closet can also be reduced should the roof be insulated or should a

double-sheeted roof with a 50 mm airspace be provided. The resulting reduction in temperature reduces the closet's potential to draw air from the pit.

**NOTE 2**

Where wind cannot be relied upon to pressurize the closet, the vent pipes should be situated on the sunny side of the superstructure and be painted black. (See figure B.1.)

4.4.11 Pedestals, where provided, shall generally be between 350 mm and 450 mm in height.

**NOTE**

In some communities, squatting plates may be provided instead of a pedestal. This is acceptable provided they have lids as described in 4.4.4.

4.4.12 Permanent VIP toilets shall be constructed in accordance with the details shown in figures 1 to 3, and in accordance with the following:

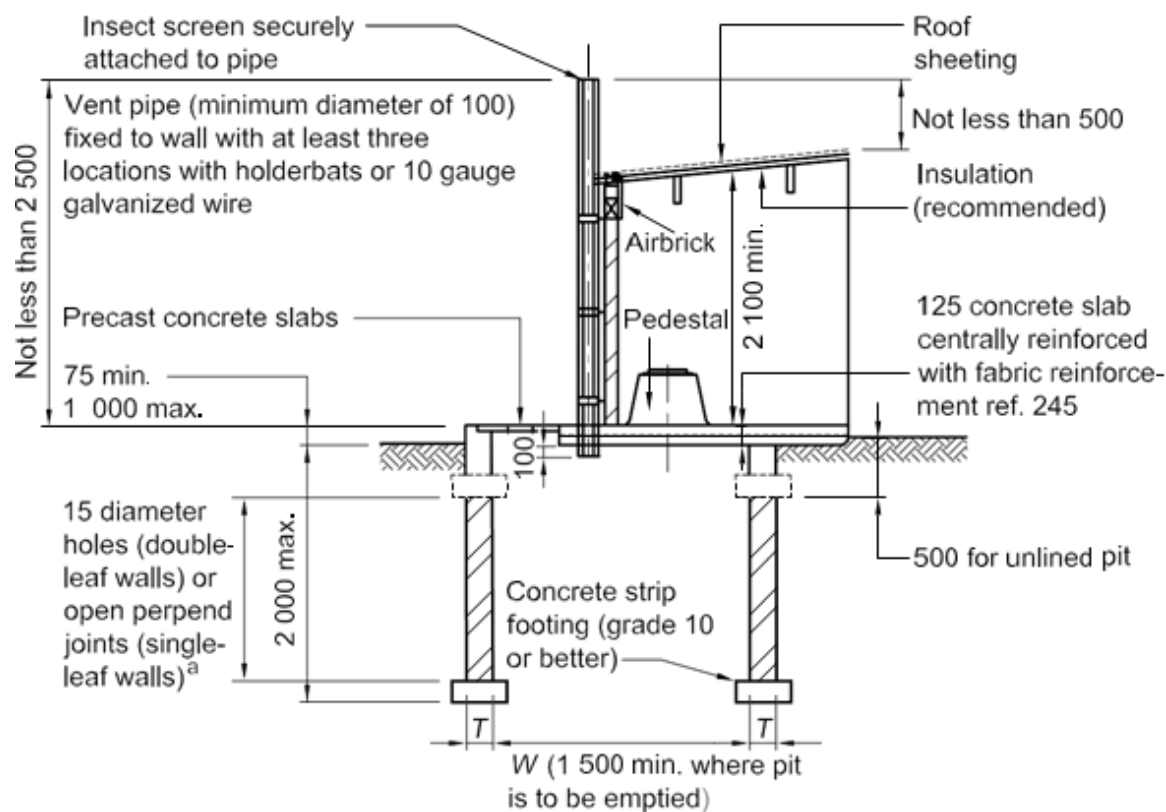
- a) The floor level shall be at least 75 mm above the surrounding ground level. In cases where the groundwater level is high or the soil is rocky, the floor slab may be lifted to a maximum height of 1,5 m above the surrounding ground.
- b) In multiple toilets, separate pits shall be constructed beneath each opening.
- c) The internal walls between pits shall be not less than the thickness of the pit walls.
- d) Openings of 15 mm in diameter, that extend through the pit walls in double-leaf construction or open perpend joints in single-leaf construction shall be provided at vertical and horizontal centres not exceeding 400 mm and 900 mm, respectively, from 500 mm below ground level to the bottom of the pit. The walls between pits shall not contain any such openings.
- e) The portion of the internal walls of the pits that is raised above the ground shall be plastered in accordance with the requirements of SANS 2001-EM1.
- f) All concrete work shall be in accordance with the requirements of SANS 2001-CC1 or SANS 2001-CC2.
- g) Masonry walling and related foundations shall be in accordance with the relevant requirements of SANS 2001-CM1 and SANS 2001-CM2.

**NOTE**

The upper 500 mm of the pit should be impervious to surface water, hence the requirement for openings to be provided from 500 mm below ground level.

4.4.13 Solid and hollow concrete and calcium silicate masonry units shall have a nominal compressive strength of not less than 10,5 MPa and 7,0 MPa, respectively. Burnt clay masonry units shall have a nominal compressive strength of not less than 14,0 MPa and a water absorption of not more than 12 %.

4.4.14 The cores of all hollow masonry units shall be solidly filled with grade 10 infill concrete in the wall separating the pits.



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T = wall thickness  
 W = distance between pit end walls

Type of masonry unit	T	W, max.
Solid	110	1 300
	140	1 750
	190	2 500
	220	2 500
Hollow	140	1 300
	190	1 750

The pit shall be lined up to 500 mm below ground level in stable soils and fully lined in unstable soils or where pit shall be emptied.

Closet walls shall be 90 mm or thicker.

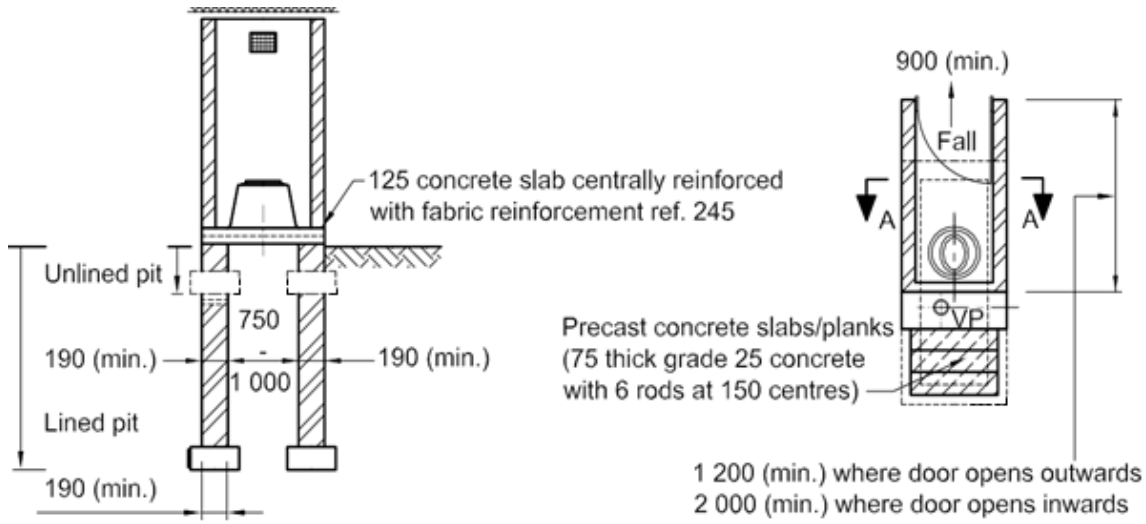
Roofs shall have a 100 mm (min.) overhang and shall be fixed to a 38 mm x 76 mm wall plate tied to the walls in accordance with the requirements of SANS 10400-K.

Strip foundations shall be 200 mm deep and 450 mm wide.

NOTE A gap may be left between the top of both sides of the wall and the underside of the roof as an alternative to the installation of an airbrick.

To be provided at vertical centres not exceeding 400 mm and horizontal centres not exceeding 900 mm to within 500 mm of ground level.

(i) Figure 1 — Longitudinal section through a masonry VIP toilet

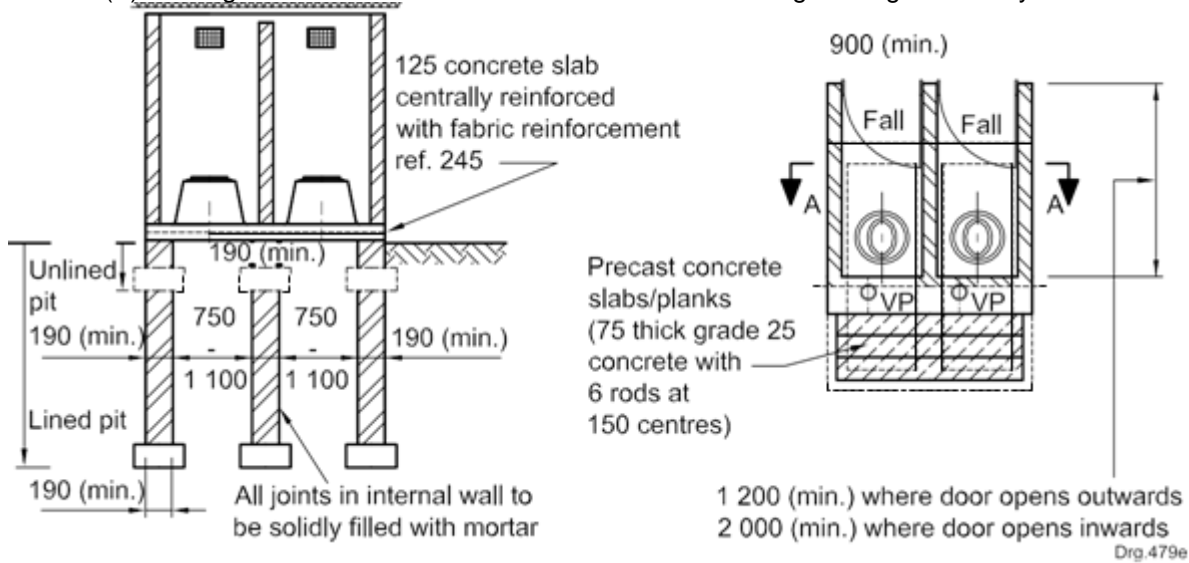


VP = vent pipe

(ii) Section A-A Plan view

NOTE 40 mm cover to reinforcement (see figure 1).

(iii) Figure 2 — Plan view of and cross section through a single masonry VIP toilet



Dimensions in millimetres

VP = vent pipe

(iv) Section A-A Plan view

The wall between pits shall have the same thickness as the pit wall. NOTE 40 mm cover to reinforcement (see figure 1).

(v) Figure 3 — Plan view of and cross section through a multiple masonry VIP toilet

**25 Annex A****26 (informative)****27 B.16 National Building Regulations****28 Part Q: Non-Water-Borne Means of Sanitary Disposal Definitions**

- (vi) sewage wastewater, soil water, industrial effluent and other liquid waste, either separately or in combination, but does not include stormwater
- (vii) stormwater water resulting from natural precipitation or accumulation and includes rainwater, surface water, subsoil water or spring water

**29 B.17 Regulations****30 Q1 Means of Disposal**

Where water-borne sewage disposal is not available other means of sewage disposal shall be permitted by the local authority: Provided that:

- a) It stores, conveys, processes and disposes of human body wastes and wastewater in such a way that the pathogens, pollutants and contaminants associated therewith do not compromise the health and safety of the original user or others; and
- b) In the case of chemical or toilet a satisfactory means is available for the removal and disposal of sewage from such closets.

**30.1 B.18 Q2 Permission**

No person shall construct any pit toilet without the permission of the local authority.

**30.2 B.19 Q3 Construction, Siting and Access**

- a) Any such other means of sewage disposal shall be so constructed, sited and provided with access that the health and convenience of persons using such means shall not be adversely affected.
  - b) The number of sanitary receptacles shall be adequate for the population of the building served by such receptacles.
- (1) (a) The requirements of sub-regulation (1) shall be deemed to be satisfied where the design and construction, siting of, and access to such other means of sewage disposal complies with SANS 10400-Q: Provided however that where a local authority is of the opinion that the nature of the means of sanitary disposal is such that it is essential for such installation to be the subject of an approved rational design prepared by an approved competent person, such local authority shall, in writing, notify the owner of such building of its reasons for the necessity for such design and may require such owner to submit for approval plans and particulars of a complete installation based on such design.
- (b) The requirements contained in subregulation (2) shall be deemed to be satisfied where the number of receptacles is in accordance with the requirements for the provision of sanitary fixtures contained in regulation F11 or P2, as the case may be.

**31 Annexure B****32 (informative)****33 Ventilated improved pit toilets****34 B.1 Introduction**



The VIP toilet is a simple, low-cost sanitation system that requires no water for its operation. Urine and small amounts of water used for cleaning the seats either seep through the walls of the pit into the surrounding soil or evaporate. There are two types of VIP toilets, namely those with a permanent closet and those with a temporary closet. VIP toilets with a permanent closet are intended for permanent or long-term use and have access to the pit for emptying purposes. Temporary VIP toilets are intended for short-term use and as such have a single pit and have no access to the pit for emptying purposes as these toilets are moved to a new pit as soon as the first pit is full.

A variation on the permanent VIP toilet is the ventilated improved double pit toilet in terms of which two pits are constructed side by side and are straddled by a single closet. The pits are then used alternatively, that is, the user moves the pedestal seat when the first pit is full to the second pit and caps the hole. After a minimum period of two years, the full pit can be emptied either manually or mechanically, provided that the wall separating the two pits does not allow seepage from one pit to the other.

### 34.1 B.2 Basic principles

B.2.1 Conventional pit toilets have two major disadvantages: they have an unpleasant odour and they attract flies. Both these disadvantages are minimized in the case of the VIP toilet, because the pit is fitted with a ventilation pipe through which ventilation is induced by two elements of nature (see figure B.1):

- a) Air movements over the top of the ventilation pipe which cause suction at the top end of the ventilation pipe so that air is withdrawn from the pit; and
- b) Solar heating of the ventilation pipe. (Air heated in the ventilation pipe rises to be replaced by cooler air from the pit, which in turn is supplemented by air from the closet.)

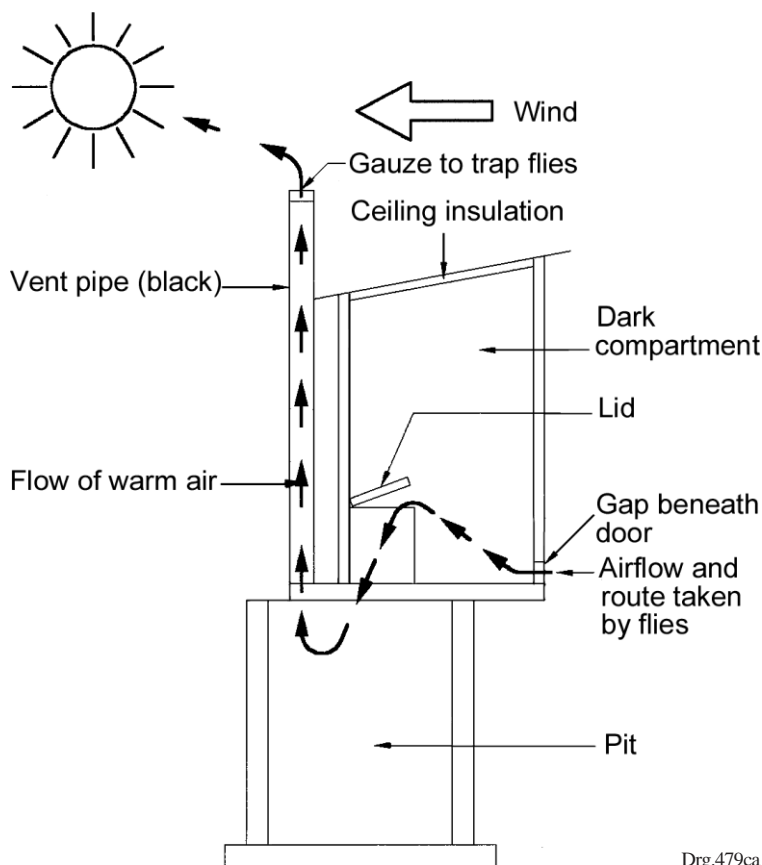
### 34.2 B.2.2 It should be noted that

- a) Shaded closets discourage flies from exiting the pit via the seat opening.
- b) The lid to the seat reduces the amount of light entering the pit.
- c) Wind causes suction at the top end of the ventilation pipe so that air is drawn from the pit.
- d) Ventilation is induced by air pressure at the openings in the closet if located on the windward side of the closet.
- e) Solar heating of the ventilation pipe causes heated air to rise and creates an upward flow of air through the pipe.
- f) Flies entering the pit are attracted to the light at the top of the ventilation pipe by the mesh and are trapped at the top of the pipe when they try to exit.
- g) Insulation in the closet roof reduces the internal air temperature and, in doing so, reduces the closet's potential to draw air from the pit, provided that the closet is thermally sound.

**B.2.3** Toilet doors, where provided, should preferably be self-closing and lockable from the inside and outside. They should be inward opening, as outward opening doors are susceptible to wind damage. Door entrances should not face east or west so as to prevent direct sunlight from penetrating the interior.

**NOTE** Solar radiation is far less effective than wind-induced ventilation in reducing unpleasant odours.

(viii) Figure B.1 — The concept behind ventilated improved pit toilets



### Siting of VIP toilets

Human excreta can be a source of infection. Great care is necessary in siting pits so as to avoid possible pollution of the ground and water supplies.

A VIP toilet in an ideal soil, such as a sandy loam, at least 1 m above the highest seasonable water table, produces little spread of contaminants. If the pit penetrates the groundwater then bacteria, virus and chemical contamination might travel downwards and be laterally transported by groundwater. For this reason, such penetration should be avoided.

VIP toilets should preferably be located downhill from a well or water source to prevent possible contamination of water supplies. Where the pit has to be located uphill from the water source, it should be located at least 30 m away from it.

**NOTE** Further particulars in this regard may be found in the Department of Water Affairs and Forestry'.

B.20 Field test for determining soil stability

B.20.1 As a guide, the following test can be conducted on a representative sample of soil taken from the pit wall to determine whether or not a pit should be fully lined:

- a) Place the representative sample in the palm of your hand or in the lid of a tin.
- b) Manually remove any stones, pebbles and large granules from the sample.
- c) Add a minimum amount of water and then knead the sample for 1 min to 2 min. Add more water if necessary.

- d) Press the dampened soil together and try to roll it between your fingers, or rub one palm over the other in order to determine if the sample consolidates and rolls.

**B.20.2** If the sample crumbles on rolling, it generally means that the pit should be fully lined. The pit should also be lined if the soil contains large amounts of sand, silt or single-granular material (or a mixture of all three), or if the soil is loose and comes away from the walls when touched lightly.

**B.20.3** If the soil consists of shale, layered rock or semi-weathered rock and is hard to excavate, the pit need not be fully lined.

### 34.3 B21. Sizing of pits

**B.5.1** Dry pits are pits found in permeable soils. Wet pits are found in less permeable soils where liquid, such as water and urine, seeps away more slowly. Excreta decompose more quickly in wet pits than in dry pits.

**B.5.2** The effective pit volume of a VIP toilet ( $V$ ) can be calculated as follows:

$V = C \times P \times N$  where

$C$  is the solids accumulation rate per person per year given in table B.1 in cubic metres;

$P$  is the number of people using the toilet;

$N$  is the pit-cleaning interval in years or the desired lifespan of the pit (usually 10 years to 15 years).

C.5.1 The effective depth of the pit (de) can then be calculated as follows:

$$d_e = \frac{V}{A}, \text{ where}$$

V is the effective pit volume, in cubic metres;

A is the internal cross-sectional area of the pit, in square metres.

A free board of 0,5 m shall be added to the effective depth of the pit (de) to allow free flow of air through the pit and to prevent overflow to obtain the depth of the pit (d).

Alternatively, the nomogram in figure B.2 can be used to determine the effective volume and total depth of each pit.

(ix) Table B.1 — Solids accumulation rate per person per year (C)

1	2	3
<b>Anal cleaning material</b>	<b>Solids accumulation rate per person per year</b> m <sup>3</sup>	
	<b>Wet pits</b>	<b>Dry pits</b>
Soft paper, water, etc.	0,02 to 0,04	0,03 to 0,06
Bulky materials, e.g. corn cobs, newspaper, or cement bags	0,03 to 0,06	0,045 to 0,09

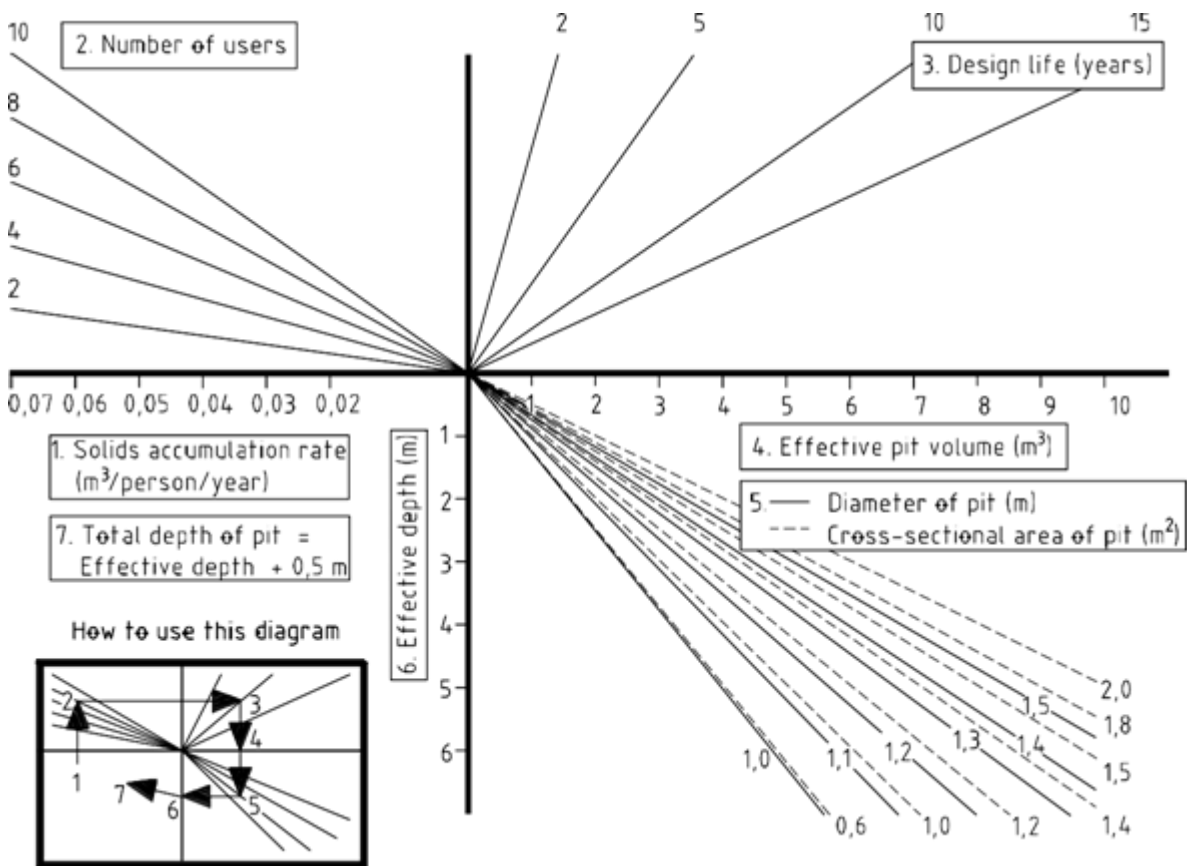


Figure B.2 — Nomogram for determining the required pit depth

- 35 PROJECT SPECIFICATION: PORTION 2**  
**36 SABS 1200 GA: CONCRETE (SMALL WORKS)**  
**37 PS GA-3 MATERIALS**  
**38 PS GA-3.2 Cement**

#### **PS GA-3.2.1** Applicable specifications

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

#### **38.1 PS GA-5.4.1.4 Prescribed mix concrete**

Add the following:

“The structural concrete in this contract shall comply with the following specification.

- The minimum 28-day strength shall be as specified in drawings
- The maximum water/cement ration shall be 0.42
- The minimum cement content shall be 400 kg/m<sup>3</sup>
- The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the contractor for the cost of the design in his rates.

#### **39 PSLD 3.5.6 Mortar**

Delete the sub-clause and substitute the following:

Mortar for brickwork and, where so ordered by the Engineer, for external plasterwork to manholes shall be composed of one part of cement to three parts of clean pit sand. Mortar for the internal plasterwork to manholes where ordered and to the benching within manholes shall be composed of one part of cement to three parts of sand.

## 40 PARTICULAR SPECIFICATION

### 41 PA: BRICKWORK AND PLASTER

#### 41.1 PA1 SCOPE

**PA1.1** This specification covers the general requirements for buildings and other masonry structures, including plastering.

#### 42 PA2 INTERPRETATION

**PA2.1** Other relevant Standards/Specification

This specification should be read together with SABS 1200 AA.

**PA2.2** Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, applicable on the tender closing date.

**PA2.3** Definitions and Symbols

For purposes of this specification, the definitions and symbols given in the National Building Regulations and Building Standards Act, 1977 (referred to further on in this specification as "Building Act"), where applicable, shall apply. (Definitions: pages 5 to 14, Symbols: page 23.)

#### 43 PA3 MATERIALS

##### 43.1 PA3.1 Cement

Cement shall conform to the requirements of SABS 471.

##### 43.2 PS3.2 Lime

Lime shall be of approved manufacture, well burnt and of uniform quality conforming with SABS 523.

##### 43.3 PA3.3 Sand

Sand to be used for mortar and plaster shall comply with the requirements of SABS 1090.

**43.4 PA3.4 Clay Bricks**

Clay bricks must conform to SABS 227. A sample of bricks to be used for construction must be given to Engineer for approval before construction bricks are delivered to site.

The contractor will be required to carry out necessary tests and provide certificates for compliance of the bricks with SABS 227. The cost of these tests will be deemed part of the scheduled rates and no additional payment will be made therefore.

Best quality engineering bricks shall be used for all foundation and concealed situations.

**PA3.5 Damp-Proofing**

Material used as a dampproof course shall conform to the requirements contained either in SABS 248 or in SABS 952. Type FV fibre-felt sheets or Type C polyethylene sheets shall be supplied under the contract.

**43.5 PA3.6 Fibre Cement Sheets**

Fibre cement flat sheets, minimum 15 mm thick, shall comply with the requirements of SABS 685.

**43.6 PA3.7 Storage****43.7 PS3.7.1 Cement and Lime**

Cement and lime stored on the site shall be properly protected against moisture to the satisfaction of the engineer.

**PA4 CONSTRUCTION****43.8 PA4.1 Brickwork**

Brickwork shall be well and regularly bonded, with no false headers and none but whole bricks except where legitimately required as closers. All bricks must be thoroughly dampened before laying and each brick is to be laid with full joints and pressed into its bed so as to squeeze out superfluous mortar and give a finished joint not exceeding 8 mm thick in the case of the face work or 13 mm thick in the case of plastered walls or work not exposed to view. All joints, both horizontal and vertical, notwithstanding any grade custom to the contrary, are to be filled solid with mortar for their full width and depth, each course being flushed with mortar, worked well down into all vertical joints before the succeeding course is laid. Horizontal joints and vertical joints of face work shall be pointed flush in manholes and catch pits, but shall be pointed and finished with a tooled recessed joint elsewhere. Plastered walls shall have the joints raked out to a depth not less than 13 mm and not more than 20 mm, and subsequently refilled with mortar of the same proportions as the original bedding mortar. In no circumstances may joints be so formed as to expose any perforation in the units.

Wire ties, where required, shall be stainless steel and are to be installed at 5 per square metre.



**43.9 PA4.2 Mortar**

The mix proportions for the mortar are given below:

Portland cement	50 kg
Lime	0-40 l
Sand*	200 l max.

\* measured loose and damp

**43.10 PA4.3 Plastering**

Plaster shall be of the same proportions as the bedding mortar. Any other plaster mixes will be subject to the approval of the Engineer.

**43.11 PA4.4 Dampproof Courses**

The areas to be covered by dampproof courses are indicated on the drawings. Dampproof shall be laid on a surface which shall not contain any sharp objects which may perforate the membrane. The full width of the wall and the whole area under the floor is to be covered by the membrane and shall overlap by not less than 100 mm under the floor, and by not less than 150 mm under the wall. All joints shall be effectively sealed. Where shown on the drawing, the dampproof course is to be stepped up one course of brickwork in the inner skin. Proper returns are to be made at all doorframes.

**43.12 PA4.5 Windowsills**

Windowsills shall be formed as shown on the drawings and as hereafter described:

Dampproof sheeting shall be provided one brick course below the sill and shall be turned upwards and terminate behind the window frame to provide an efficient weather-tight seal.

All external sills and some internal sills, where shown, shall be formed in quarry tiles and other internal sills where shown are to be of fibre cement sheet minimum thickness 15 mm to SABS 685 with approximately 20 mm projection beyond the finished face of the walls.

External sills shall be laid to a 20° weathered slope while internal sills shall be laid horizontal.

All tiles shall be bedded in 3:1 cement mortar and neatly pointed.

**43.13 PA4.6 Lintels with Brickwork Reinforcement**

Lintels over doors, windows and openings, where ordered by the Engineer, shall be reinforced with four layers of BRC brickforce, or approved equal. The latter reinforcement shall extend a minimum of 450 mm beyond any opening. All joints in the six courses of brickwork above the opening shall be fully flushed with cement mortar. Shoring to soffits of lintels shall be left in position for at least 14 days after building the lintel and the brickwork shall be kept damp with wet bags for the whole of this period.

**43.14 PA4.7 Wall Vents**

Ventilator openings shall be formed through walls where indicated and shall be provided with double brick terracotta louvred air bricks (fitted with plastic insect screens) both externally and internally (where scheduled) set flush into the work and neatly pointed. Internal wall vents are to be of an approved plaster of paris type where scheduled.

**43.15 PA4.8 Building in Frames, etc**

Door and window frames are to be set up, built into position, bedded and pointed in cement mortar, with any necessary cutting to brickwork, fitting and making good, as the brickwork is built up. In the case of doorframes, wrought iron right angled cramps are to be fixed to doorframes and built into brickwork at every eighth course.

Where pipes, frames, brackets or other such parts pass through or have to be set into brickwork, the bricks shall be carefully cut and fitted to maintain regularity of courses and uniformity of joints, the shaped bricks being embedded and pointed to conform with the surrounding brickwork. Where such parts have to be set into position after brickwork is built, holes shall be left wherever possible, in preference to cutting out bricks, and the work shall be subsequently made good in the manner described.

**43.16 PA4.9 Floor Finishes****43.17 PA4.9.1 Granolithic Floor Screed**

Granolithic shall consist of one part cement, one part sand and two parts 5 mm stone chips and oxide where required, thoroughly mixed as for concrete and placed in a layer not less than 20 mm thick, levelled or graded and trowelled to a smooth uniform surface. To ensure proper bond, the concrete surface to be covered shall be clean, roughened by chipping, flushed with water and coated with cement grout just before placing of the granolithic layer. Granolithic finish is to be steel floated with V joints in squares of 1,20 m to 1,80 m, the joints extending for the full depth of the granolithic. Joints are not required in the granolithic screed where it is to be overlaid by tiles or carpeting.

**43.18 PA4.10 Chasing Walls**

Where indicated by the electrical contractor, the construction contractor shall chase brickwork and concrete work to accommodate electrical conduit - such chasing shall precede plastering or rendering and on no account shall plastering or rendering be commenced until the electrical tubing has been installed. No horizontal or diagonal chases shall be permitted.

Elsewhere, electrical conduit shall either be cast into concrete or shall be run on the surface afterwards as may be directed by the Engineer.

**43.19 PA4.11 Weather**

In any period of interruption caused by inclement weather, and at the completion of each day's bricklaying, freshly laid brickwork should be protected.

**44 PARTICULAR SPECIFICATION: PC****45 PC: PAINTING****46 PC1 SCOPE**

**PC1.1** This specification covers the general requirements for painting, including methods of preparation of materials to be painted, cleaning, priming, undercoating and finishing, and also methods by which the finished work will be measured and paid for.

**46.1 PC2 INTERPRETATION****46.2 PC2.1 Supporting Specification**

This specification must be read together with SABS 1200 AA

**PC2.2** Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition at the tender closing date.

**47 PC3 MATERIALS****47.1 PC3.1 Emulsion Paints for Exterior Use**

Emulsion paints for exterior use shall comply with SABS 634.

**47.2 PC3.2 Calcium Plumbate Primer**

Calcium plumbate primer shall comply with SABS 912.

**47.3 PC3.3 Undercoats for Paints**

Undercoats for air-drying protective and decorative paints shall comply with SABS 681.

**47.4 PC3.4 Structural Steel Paints**

Structural steel paints shall comply with SABS 684.

**47.5 PC3.5 Colours of Paints**

Specification for colours of paints shall comply with CKS 279.

**48 B.21 PARTICULAR SPECIFICATION**  
**49 PZ: ENVIRONMENTAL SPECIFICATION**  
**50 EMPLOYER'S ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION PROJECTS**

TABLE OF CONTENTS  
PAGE

PZ1	Introduction	SW.55
PZ2	Site Establishment and Housekeeping	SW.60
PZ3	Construction	SW.62
PZ4	Reinstatement and Rehabilitation	SW.73

## 51 PZ EMPLOYER'S ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION PROJECTS

### 52 PZ1 INTRODUCTION

#### 53 PZ1.1 SCOPE

This specification is additional to the South African Bureau of Standards Standardised Specification for Civil Engineering Contracts and must be read in conjunction with the said specification.

This specification covers the principles, responsibilities and requirements generally applicable to implement effective environmental management during the execution of any construction contract. The aim of this specification is to ensure that construction activities are conducted in an environmentally and socially responsible manner.

#### 54 PZ1.2 INTERPRETATIONS

This specification contains clauses that are generally applicable to the implementation of effective environmental management on construction contracts. Interpretations of, and variations to, this specification are set out in the project specification.

##### PZ1.2.1 Supporting specifications:

Reference is made to the SABS 1200 standards which are to be read in conjunction with this specification. All aspects of these SABS requirements which are relevant to environmental management during construction contracts will apply.

##### 54.1 PZ1.2.2 Principles

- The following principles should be considered at all times during construction phase activities:
- The Environment is considered to be composed of both biophysical and social components.
- Construction is a disruptive activity and all due consideration must be given to the environment, particularly the social environment, during the execution of a project to minimise the impact on affected parties.
- Minimisation of areas disturbed by construction activities will minimise many of the construction related environmental impacts of the project and reduce rehabilitation requirements and costs.
- As minimum requirements, all relevant standards relating to international, national, provincial and local legislation, as applicable, shall be adhered to. This includes requirements relating to waste emissions (e.g. hazardous, airborne, liquid and solid), waste disposal practices, noise regulations, road traffic ordinance etc.
- All effort should be made to minimise, reclaim or recycle 'waste' material.

## 55 PZ1.3 DEFINITIONS

For the purpose of this specification, the definitions given in SABS 1200 shall apply.

Additional definitions which shall apply to this specification are as follows:

**Environmental Control Officer:** Either an Employer's staff member or an Environmental Consultant assigned to the project on a part or full-time basis. The Environmental Control Officer will be part of the Project staff and will advise the Engineer on all environmental matters relating to the works, in terms of this specification and the project specification, if applicable.

**Environmental Officer:** Either an Employer's employee (e.g. Quality Assurance Inspector) or Consultant designated to monitor the implementation and compliance with the environmental specifications and environmental management plan on a daily basis.

**Cleared surface:** "surface vegetation" as referred to in SABS 1200 C 2.3 will be deemed to be any woody or herbaceous vegetation but exclude grasses, sedges, rushes and reeds. Clearing and grubbing shall for the purpose of this specification mean the removal of all woody and herbaceous vegetation including stumps, but excluding grass and groundcover vegetation.

**Engineer:** Is to read Engineer or Supervisor (in the case of the NEC contract), whichever is applicable to the Contract.

**Interested and Affected Parties (IAP):** All persons who may be affected by the project either directly or indirectly, or who have an interest or stake in the area to be affected by the project. IAPs include landowners, tribal or local authorities, public interest groups etc.

**Liquid Waste Stream:** Any reagent solutions, fuels, oils, greases, contaminated run-off, sewerage and wash water, etc.

**Open Trench:** Open trench will, for the purpose of this specification, be deemed to include: clearing and grubbing; stripping of topsoil; trenching; placing of bedding; pipe-laying; placing of selected fill; backfilling to ground level; removing excess material; construction of cross berms to channel water (if required); and replacement of topsoil to final finished level (refer to Figure 1: Appendix A).

**Progressive Reinstatement:** Reinstatement of disturbed areas to topsoil profile on an ongoing basis, immediately after selected construction activities (e.g. backfilling of a trench) are completed. This allows for passive rehabilitation (i.e. natural recolonisation by vegetation) to commence. See also 'Open Trench' and 'Rehabilitation'.

**Project Manager:** The person responsible for co-ordinating and integrating activities across multiple, functional lines.

**Rehabilitation:** Rehabilitation is defined as the return of a disturbed area to a state which approximates the state (where possible) which it was before disruption. Rehabilitation for the purposes of this specification is aimed at post-reinstatement revegetation of a disturbed area and the assurance of a stable land surface. Revegetation should aim to accelerate the natural succession processes so that the plant community develops in the desired way, i.e. promote rapid vegetation establishment.

**Riparian vegetation:** Vegetation occurring on the banks of a river or stream (i.e. vegetation fringing a water body). In this specification, riparian vegetation in terms of removal, storage and replacement (see PZ3 17.1 and PZ3 17.2), is only applied to sedge, grass, groundcover, reed, bulrush, or herbaceous component of riparian vegetation and excludes the woody component.

**Sedges:** Grass-like plants growing in wetland/ marshy areas or adjacent to water.

**Subsoil:** Subsoil is the soil horizons between the topsoil horizon and the underlying parent rock. Subsoil often has more clay-like material than the topsoil. Subsoil is of less value to plants, in terms of nutrient (food) and oxygen supply, than topsoil. When subsoil is exposed it tends to erode fairly easily.

**Timeous:** At least 5 working days prior to an activity.

**Topsoil:** This is defined as the A horizon of the soil profile. Topsoil is the upper layer of soil from which plants obtain their nutrients for growth. It is often darker in colour, due to the organic (humic) fraction. Topsoil is deemed for the purposes of this specification as the layer of soil from the surface to the specified depth required for excavation (see PZ3 5.3, relevant SABS 1200 clause and project specification). Where topsoil is referred to, it is deemed to be both the soil and grass / ground cover fraction. (see 'Cleared Surface')

Veld: This is defined for the purpose of this specification as unimproved natural vegetation areas (e.g. grasslands).

Water body: Any open body of water including streams, dams, rivers, lakes, and the sea.

Wetland: A seasonally, temporally, or permanently wet area which also may exhibit a specific vegetation community. It is often marshy in character.

Wetland Vegetation: Vegetation which is indicative of a wetland environment - for example, sedges, rushes, reeds, hydrophilic grasses and groundcovers, but for the purposes of this specification excludes woody species.

Xeriscaping: Landscaping with vegetation which has a low water usage. The objective is to conserve as much water as possible, whilst still beautifying an area (i.e. conservation and aesthetics). Concept embraces utilising indigenous as opposed to exotic plants.

## 56 PZ1.4 ABBREVIATIONS

DWAF : Department of Water Affairs and Forestry  
 ECO : Environmental Control Officer  
 EMP : Environmental Management Plan  
 EMPR : Environmental Management Programme Report  
 EO : Environmental Officer  
 IAPs : Interested and Affected Parties  
 IEM : Integrated Environmental Management  
 MSDS : Material Safety Data Sheet  
 NEC : New Engineer Contract or The Engineering and Construction Contract

□ : Indicates the project specification must be referred to, to clarify the clause.

## 57 PZ1.5 DRAWINGS

Drawings referred to in this specification are included in C4.4 Drawings of Section C4 Site Information.

## 58 PZ1.6 FORMS

Forms referred to in this specification are included in Part T2 or attached to this environmental specification.

## 59 PZ1.7 CONDITIONS OF CONTRACT

### 60 PZ1.7.1 Duties and Powers of the Project Manager

The Project Manager is ultimately responsible for ensuring compliance with the environmental specification and upholding the Employer's Environmental Policy on a project.

The Project Manager:

- Arranges information meetings for or consults with IAPs about the impending construction activities;
- May on the recommendation of the Engineer and /or Environmental Officer order the Contractor to suspend any or all works on site if the Contractor or his Sub-Contractor/ supplier fails to comply with the said specifications;
- Maintains a register of complaints and queries by members of the public at the site office as per attached pro-forma. This register is forwarded to the Environmental Control Officer on a monthly basis.

### 60.1 PZ1.7.2 Duties and Powers of the Engineer / Supervisor (NEC)

The Engineer or Supervisor is responsible for:

- enforcing the environmental specification on site;
- monitoring compliance with the requirements of the specification;
- assessing the Contractor's environmental performance in consultation with the



Environmental Officer from which a brief monthly statement of environmental performance is drawn up for record purposes;

- documenting, in conjunction with the Contractor, the state of the site prior to construction activities commencing. This documentation will be in the form of photographs or video record.

## **60.2 PZ1.7.3 Duties and Powers of the Environmental Control Officer**

### **60.3 The Environmental Control Officer:**

- briefs the Contractor about the requirements of the Environmental Specification and/ or Environmental Management Plan, as applicable;
- advises the Project Manager and Engineer/ Supervisor about the interpretation, implementation and enforcement of the Environmental Specification and other related environmental matters;
- attends site meetings, as necessary;
- monitors the Constructor's compliance with this specification and the project environmental specification as applicable;
- undertakes periodic audits of the effectiveness of the environmental specifications on the site;
- communicates environmental policy issues to the Project Manager;
- provides technical advice relating to environmental issues to the Engineer/ Supervisor and Project Manager;
- reports on the performance of the project, in terms of environmental compliance.

## 61 PZ1.7.4 Duties and Powers of the Environmental Officer

The Environmental Officer:

- attends site meetings;
- monitors the site for compliance with the Environmental Specification and EMP;
- reports on the performance of the project in terms of environmental compliance to the ECO and Project Manager as per the pro-forma attached;
- liaises with the ECO on matters of policy and those requiring clarity and advice.

## 62 PZ1.7.5 Extent of the Contractor's Obligations

The Contractor is required to:

- provide information on previous environmental management experience and company environmental policy;
- supply method statements for all activities requiring special attention as specified and/or requested by the Project Manager, Environmental (Control) Officer and/or Engineer during the duration of the Contract;
- be conversant with the requirements of this environmental specification and the project specification as applicable;
- brief his staff about the requirements of the environmental specification; comply with requirements of the Environmental (Control) Officer in terms of this specification and the project specification, as applicable, within the time period specified;
- ensure any sub-Contractors/ suppliers who are utilised within the context of the contract comply with the environmental requirements of the Employer, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf;
- bear the cost of any delays, with no extension of time granted, should he or his Sub-Contractors/ Suppliers contravene the said specifications such that the Engineer orders a suspension of work. The suspension will be enforced until such time as the offending party(ies), procedure, or equipment is corrected;
- bear the costs of any damages/ compensation resulting from non-adherence to the said specifications or written site instructions;
- comply with all applicable legislation in terms of 7.6 below;
- ensure that he informs the engineer timeously of any foreseeable activities which will require input from the Environmental (Control) Officer.

The Contractor will conduct all activities in a manner that minimises disturbance to directly affected residents and the public in general, and foreseeable impacts on the environment.

## 63 PZ1.7.6 Compliance with Applicable Laws

The supreme law of the land is "The Constitution of the Republic of South Africa", which states: "Every person shall have the right to an environment which is not detrimental to his or her health or well-being"

Laws applicable to protection of the environment in terms of Environmental Management (and relating to construction activities) include but are not restricted to:

Animals Protection Act, Act No 71 of 1962

Atmospheric Pollution Prevention Act, No 45 of 1965

Conservation of Agricultural Resources Act, No 43 of 1983

Environmental Conservation Act, No 73 of 1989

Environmental Planning Act, Act No 88 of 1967

Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947

Forest Act, No 122 of 1984  
Forest and Veld Conservation Act, Act No 13 of 1941  
Hazardous Substances Act, No 15 of 1973  
Lake Areas Development Act No 34 of 1975  
Land Survey Act, No 9 of 1921  
Minerals Act, No 50 of 1991  
Mountain Catchment Act, No 63 of 1970  
National Monuments Act, No 28 of 1969  
National Parks Act, No 57 of 1976  
National Resources Development Act, Act no 51 of 1947  
Occupational Health and Safety Act, No 85 of 1993  
Provincial and Local Government Ordinances and Bylaws  
Soil Conservation Act, Act No 76 of 1969  
Water Act, No 54 of 1956  
Water Services Act No 108 of 1997  
and all regulations framed thereunder and amendments there to.

## 64 PZ1.7.7 Compliance with the Environmental Specification

The Contractor is deemed not to have complied with the Environmental Specification if:

- within the boundaries of the site, site extensions and haul/ access roads there is evidence of contravention of clauses;
- if environmental damage ensues due to negligence;
- the Contractor fails to comply with corrective or other instructions issued by the Project Manager or Engineer within a specified time,
- the Contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless stated otherwise in the project specification, the penalties imposed per incident or violation will be:

Failure to demarcate working servitudes	R1000
Working outside of the demarcated servitude	R2000
Failure to strip topsoil with intact vegetation	R1000
Failure to stockpile topsoil correctly	R500
Failure to stockpile materials in designated areas	R500
Pollution of water bodies (including increased suspended solid loads)	R1000
Failure to control stormwater runoff	R1000
Failure to provide adequate sanitation	R500
Unauthorised removal of woody vegetation	R2000
Failure to erect temporary fences	R500
Failure to provide adequate waste disposal facilities and services	R500
Failure to reinstate disturbed areas within the specified timeframe	R3000
Failure to rehabilitate disturbed areas within the specified timeframe	R3000
Any other contravention of the project specific specification	R400
Any other contravention of the particular (general) environmental specification	R300

## **65 PZ2 SITE ESTABLISHMENT AND HOUSEKEEPING**

### **66 PZ2.1 LAYOUT**

The Contractor will take into account any of the limitations identified in the project specification with regard to establishment of site, in particular the location of access routes, and establishment layout.

Notwithstanding the provision of a project specification, the Contractor will provide the Project Manager and Environmental Control Officer with a layout design of the site indicating the position of all of the following, as applicable: offices, ablution facilities, storage areas, workshops, laboratories, batching plant, particulate matter stockpile area (i.e. soil/ granular chemicals/ cement fines etc), waste disposal facilities, hazardous substances storage area, access routes, etc. This layout plan is to be submitted prior to site establishment for acceptance. Any changes to this plan require review by the Project Manager in conjunction with the ECO.

The Contractor will take into account prevailing wind directions when designing the site layout to minimise impacts due to dust, unpleasant odours etc.

The Contractor will take into account the positions of residences when designing the site layout in order to minimise noise impacts on the residents.

Site security lighting is to be positioned such that the direct beam is focused away from residential properties and does not pose a nuisance or danger to road users.

No site establishment will be allowed within 100 m of a water body or drainage channel or on a flood plain unless approved by the Environmental (Control) Officer or specified in the project specification.

### **66.1 PZ2.2 SITE CLEARANCE**

No trees or shrubs may be removed without the prior permission of the Environmental Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

Topsoil is to be stripped from all areas where permanent or temporary structures and access roads are to be constructed. Topsoil conservation is to be in terms of clause PZ3 5.3 of this document.

### **66.2 PZ2.3 SERVICES**

#### **66.3 PZ2.3.1 Sanitation**

Portable chemical toilets are to be utilised at site unless a connection to sewer is possible or a proper septic tank system is installed. In the case of the septic tank, the installation will require the relevant approvals from the local authority and will require removal upon completion of the contract, unless otherwise directed.

Sanitation facilities will be located within 100 m from any point of work, but not closer than 50 m to a water body.

#### **66.4 PZ2.3.2 Solid Waste Facilities**

Facilities for solid waste collection are to be provided. These are to be at least a 200 l drum and clearly identified as the point for waste disposal.

Waste is to be separated into paper, glass and metal with separate collection points for each. The Contractor will ensure that the appropriate recycling Contractors receive this waste.

The Contractor is to institute a daily litter collection programme. The collected waste is to be disposed of regularly and proportionately to its generation at a site designated for waste disposal.

No burning will be permitted on any site unless by approved incineration methods and in a low risk fire area.

In the case of incineration, ash is to be co-disposed with spoil in a designated spoil dump.

No burying of waste will be allowed on any site.

### **66.5 PZ2.3.3 Cooking and Heating Facilities**

No open fires will be allowed anywhere on site.

Contained fires (i.e. in a fire drum) will be allowed for heating and cooking only in designated areas, in other cases cooking is restricted to gas or electrical equipment.

### **66.6 PZ2.4 FUELS, HAZARDOUS SUBSTANCES AND OTHER LIQUID POLLUTANTS**

#### **66.7 PZ2.4.1 Storage and handling**

All potentially hazardous raw and waste materials are to be handled by trained staff and stored on site in accordance with manufacturer's instructions and relevant legal requirements. The product MSDS is to be lodged with the Engineer.

Storage and handling areas for fuels, lubricants, chemicals and other hazardous substances are to be paved with concrete to prevent accidental contamination of the soil. Alternatively, an impermeable liner may be placed beneath above-ground storage tanks. The integrity of the liner is to remain intact for the duration of the contract, until removal.

Open storage vessels, for example shutter lubricant drums, are to be stored under cover to prevent 'splash' contamination.

All storage areas are to be bunded (with at least sandbags) and have a peripheral collection drain, with oil interceptors (if required).

The bunded area is to be sufficiently large to contain a spillage equivalent to the volume of one container of the substances stored.

All products to be dispensed from 200 litre drums will be done so with appropriate equipment, and not dispensed by tipping of the drum.

Daily checks are to be conducted on the dispensing mechanism of above-ground storage tanks to ensure the timeous identification of faults.

Collection containers (e.g. drip trays) are to be placed under all dispensing mechanisms of hydrocarbon or hazardous liquid substances to ensure contamination from leaks and dispensing is contained.

The dispensing mechanism of diesel and petrol storage tanks is to be stored in a container when not in use.

#### **66.8 PZ2.4.2 Control of pollutants**

A drainage diversion system is to be installed to divert runoff from areas of potential pollution, e.g. batching area, vehicle maintenance area, workshops, chemical and fuel stores, etc if applicable.

Contaminated runoff and wastewater is to be directed into a collection system (e.g. sump, attenuation dam, PVC porta-ponds etc.) for treatment or collection and disposal. The final collection point (e.g. sump) is to be PVC lined.

Collected contaminated runoff/ wastewater is to be pumped out of the final collection point and disposed of at an appropriate landfill site. Sump liners are to be treated in the same manner.

The treated wastewater, effluent and contaminated runoff may require analysis prior to discharge as detailed in the project specification or instructed by the Environmental Officer.

Details regarding proposed methods for treatment of pollutants are to be submitted to the Environmental (Control) Officer for acceptance upon award of the Contract.

Any spillages, irrespective of their size, are to be contained and cleaned up immediately. The Pollution Control section may provide technical assistance for clean-up, if required. No spills may be hosed down into a stormwater drain or sewer.

Use of specialised clean-up techniques and/ or products may be required depending on the spill. This will be instructed by the Environmental Control Officer. These will be to the Contractor's cost.

## **66.9 PZ2.5 GENERAL**

Site staff are not permitted to use any open water body or other natural water source (e.g. springs) for purposes of bathing, or the washing of clothes, machinery or vehicles. Nor draw water from a spring without the permission of the community utilising that spring.

## 66.10 PZ2.6 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses PZ2.1 to 5 of the specification are deemed to be fully included in the Contractor's rates for fixed and time related Preliminary and General Items scheduled under SABS 1200 A or AA.

## 67 PZ3 CONSTRUCTION

### 68 PZ3.1 CONSTRUCTION METHODS AND PROGRAMME

#### 68.1 PZ3.1.1 Construction Method

The Contractor will provide method statements for construction activities (14 working days prior to the activity commencing) relating to the following environments and those listed in the project environmental specification, unless methods have been prescribed in this or the project environmental specification:

- rivers, streams, or any other open water body;
- wetlands;
- access roads (see PZ3.13 below);
- steep slopes (i.e. steeper than 1:4) or less if friable material is present;
- indigenous bush/ forest;
- close proximity (i.e. 50 m or less) to a residential dwelling;
- drilling and/or blasting of rock.

If a construction method employed by the Contractor is not environmentally acceptable to the Employer, the Contractor may be instructed to cease the utilisation of that method in favour of a more environmentally acceptable one, proposed either by himself or the Employer.

#### 68.2 PZ3.1.2 Construction Programme

The Contractor will programme construction so as to minimise the impact on the environment and provide this programme to the Environmental Control Officer for perusal and acceptance at the onset of the contract period. The Environmental Control Officer is to be made aware of any amendments to the construction programme or alterations to the scope of work in order that their impacts on the environment can be assessed.

The Contractor (through the Project Manager) will ensure that all affected landowners/ authorities are advised of the proposed programme at the beginning of the contract period.



**68.3 PZ3.2 AREAS OCCUPIED / DEMARCATION OF SITE**

Routes for temporary access and haul roads are to be located within the approved demarcated areas and vehicle movement is to be confined to these roads. Movement of vehicles outside the designated working areas is not permitted without authorisation from the Engineer.

All construction activities are restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials including spoil are stockpiled at designated areas.

Any areas disturbed outside of the demarcated areas or without permission of the Environmental (Control) Officer or Engineer will be subject to reinstatement and rehabilitation (as per PZ4 below) to the Contractor's cost.

In terms of pipeline projects, a general maximum working servitude width of 15 m will apply for machine excavation unless otherwise indicated in the project specification. A maximum width of 6 m will apply for manual excavation. These maximum working servitude widths may vary depending on the sensitivity of the environment, as detailed in the project specification.

In sensitive biophysical environments, for example wetlands, indigenous forest / bush, pristine natural grasslands, and sensitive social environments, as defined in the project specification or by the Environmental Control Officer, the working servitude is reduced as indicated in the project specification.

The working servitude shall contain all construction related activities, including, stockpiling of materials, placing of toilets, vehicle movement areas, etc. Demarcation of linear projects (executed with machine excavation) and features (e.g. pipelines, access roads, etc.) will be by means of wooden stakes. These stakes will be at least 1 m high, painted white and placed at least every 15 m, on either side of the linear feature, in all areas where works are occurring. Progressive movement of stakes is required as linear projects progress.

In the case of a fenced site, the boundary fences will be denoted as the outermost limit of the site, but internal areas may be demarcated with stakes as above. The site boundaries of non-fenced, but 'contained' projects are to be delineated using stakes or temporary fencing, depending on the hazard which that site poses.

**68.4 PZ3.3 SUPPLY OF WORKS FACILITIES**

No water may be abstracted from water bodies for the purposes of construction, without approval of the Engineer in consultation with the Environmental Control Officer.

## 68.5 PZ3.4 CLEANLINESS

SABS 1200 AD, clause 5.2.4, second sentence, is to read: "No rubbish or debris shall be deposited below the full supply level (FSL)."

## 68.6 PZ3.5 SITE CLEARANCE

### 68.7 PZ3.5.1 Clearance

Spoil sites will require clearing and grubbing in addition to those areas in terms of SABS 1200 C 5.1.

The site shall only be cleared immediately prior to construction activities commencing i.e. at the last practicable stage.

No trees or indigenous shrubs may be removed without the prior permission of the Environmental (Control) Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

### 68.8 PZ3.5.2 Disposal of materials

Material obtained from clearing and grubbing operations shall be disposed of at appropriate municipal disposal facilities. They are not to be disposed of as per Paragraph 1 of Sub-clause 3.1 of SABS 1200 C. Wood obtained from clearing and grubbing operation remains the property of the landowner/ community and must be stacked at sites designated by relevant person. The Contractor will be required to remove and dispose of any wood from site at a designated site for vegetation disposal, should the landowner/ community not require it.

All tree trunks and branches of diameter greater than 50mm are to be cut into lengths not exceeding 2400mm. Brush wood (i.e. < 50mm diameter) is to be disposed of, or utilised as specified in the project specification or upon instruction of the Engineer.

### 68.9 PZ3.5.3 Conservation of topsoil

The Contractor is required to strip topsoil (as defined in this specification) together with grass, groundcover and sedges from all areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. The depth to which topsoil will be stripped shall be 200mm unless stated otherwise in the project specification.

Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.

Topsoil is to be replaced along the contour.

Topsoil is to be replaced by direct return (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods. This is feasible for progressive construction (e.g. pipelines), but not necessarily so for reservoirs, site establishments, dams, etc.

Topsoil stockpiles are not to exceed 2 m in height.

Topsoil stockpiles are to be maintained in a weed free condition (i.e. no 'broad-leafed' plants regarded as weeds in terms of the Conservation of Agricultural Resources Act No 43 of 1989, or those plants regarded as a 'general nuisance in the area' are to be growing on the stockpiles). The Environmental Control Officer will provide guidance as to which plants are weeds and require removal.

The stockpiles are not to be contaminated with sub-soil, or any other waste material.  
Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.  
Topsoil which is to be stockpiled for periods exceeding 4 months is to be vegetated. In summer a mixture of Eragrostis tef (Teff) and Eragrostis curvula (Weeping Lovegrass) (ratio 1:2) is to be applied at an application rate of 6 kg/ha, unless otherwise instructed in the project specification.  
In winter, a mixture of Lolium multiflorum (Annual/Italian Rye grass) and Eragrostis curvula (Weeping Lovegrass) (ratio 1:1) is to be applied at an application rate of 6kg/ha (see PZ4 5.3 for sowing times), unless otherwise instructed in the project specification. Fertiliser is to be applied as per PZ4 5.2.

#### 68.10 PZ3.5.4 Cutting of trees

Any tree branches which require removal are to be properly pruned and sealant applied to the cut surface, if required.

The Contractor's attention is drawn to Sub-clause 5.2.3.3 of SABS 1200 C with respect to work in indigenous forests.

Any indigenous trees or bush which require removal in terms of the project, and which have not been identified in the project specification or EMP, are to be timeously indicated to the Environmental Officer prior to work affecting them.

#### 68.11 PZ3.5.5 Landscape Preservation and Conservation of Flora

Notwithstanding Clause 5.7 of SABS 1200 C, the Contractor will be required to transplant designated plants to alternative locations as specified in the project specification or identified by the Environmental Control Officer, upon the instruction of the Engineer.

Transplanting shall be undertaken by employing the following method:

##### Removal

- Mark the orientation of the tree/shrub (for example, the north-facing side of the trunk indicated by a small arrow made with indelible ink) trunk. Do not scratch a mark on the surface of the trunk;
- Delineate a circle from the trunk with a radius equivalent to the dripline of the tree, or as indicated by the Environmental Control Officer on site;
- Excavate the tree with an intact rootball.

##### Replanting

- A hole 500mm larger in diameter than the anticipated rootball must be prepared in advance of the tree removal in order that the tree can be replanted immediately;
- The tree must be positioned as per its original orientation;
- A planting method known as 'puddling' must be employed. This method involves the addition of soil and water simultaneously to expels air from the planting hole. Place the tree in its new hole, making sure the top surface of the rootball is level with the ground level. Place a hose pipe in the hole and leave it running whilst extra soil is added around the rootball;
- 'Compact' the tree in the hole and attach tree stays for stabilisation.

Compensatory planting of species may be required should transplantation not be feasible, as indicated in the project specification or upon instruction of the Engineer.

#### 68.12 PZ3.6 EARTHWORKS

**68.13 PSZ3.6.1 Backfill material**

With reference to SABS 1200 DB sub-clause 3.5, no material stripped or excavated which is classed, in terms of this specification, as topsoil, may be used as backfill in any excavation.

**68.14 PZ3.6.2 Excavation and backfilling**

During excavation 'conservation of topsoil', as specified in PZ3 5.3 above will apply.

Excavated material is to be stockpiled along a pipeline trench within the working servitude, unless otherwise authorised.

Surplus excavated soft, intermediate and hard rock material shall not be disposed of along the pipeline trench as indicated in SABS 1200 DB sub-clause 5.6.3 and 5.6.4, but shall be removed to a spoil site (see PZ3.15 below) designated during the project if applicable, or agreed by the Engineer in conjunction with the Environmental Control Officer and Project Manager.

In certain cases, for example to help stabilise the disturbed area or to reinstate the natural aesthetics of an area, excess excavated intermediate and hard material may be disposed of in a designated manner along a pipeline trench, as indicated by the Environmental Control Officer and Project Manager, or in the project specification. In this case, rock material shall not exceed 250mm in maximum dimension (see PZ4 2.1).

In terms of SABS 1200 DB 5.6.5 and SABS 1200 LB 3.4.2, deficiency of backfill material shall not be made up by excavation within the free haul distance of 0.5km of site, without the prior approval of the Engineer of the source of the material. Where backfill material is deficient, it should ideally be made up by importation from an approved borrow pit (i.e. one which operates within the ambient of an EMPR.) (See also PZ3 14 below).

The Contractor will backfill in accordance with the requirements of progressive reinstatement.

The maximum length of open trench shall be specified in the project specification.

**68.15 PZ3.7 SAFETY**

All works which may pose a hazard to humans and animals are to be adequately protected and appropriate warning signs erected. The Contractor's attention is drawn to SABS 1200 D section 5.1 in this regard.

With reference to SABS 1200 D 5.1.1.3, where blasting is required in terms of the project, the Contractor will ensure that all structures in the vicinity that could be affected by the activity will be inspected and their condition photographically recorded (as necessary), prior to blasting.

Notice of intent to blast is to be provided to landowners timeously.

Speed limits, appropriate to the vehicle driven, are to be observed at all times on access roads. Operators and drivers are to ensure that they limit their potential to endanger humans and animals at all times, by observing strict safety precautions.

**68.16 PZ3.8 PLANT****68.17 PZ3.8.1 Silencing of plant**

With reference to SABS 1200 A amend: "built up areas": to read as "all areas within audible distance of residents (albeit urban, peri-urban or rural areas)."

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

Silencer units on equipment and vehicles are to be maintained in good working order.

Construction activities are to be confined to normal working hours (07h30 - 17h00) Mondays to Saturdays, except for the activities designated to be carried out at night.

### 68.18 PZ3.8.2 Appropriate use of plant

The Contractor will at all times use plant which is appropriate to the task in order to minimise the extent of damage to the environment.

### 68.19 PZ3.9 DEALING WITH WATER ON WORKS

#### 68.20 PZ3.9.1 Disinfection of Potable Water Infrastructure

Disinfection water is to be neutralised before release of this water to the environment.

#### 68.21 PZ3.9.2 Discharge of water from site

Any water which is discharged from site is to comply with the relevant Water Quality Guidelines implemented by DWAF.

Water discharged to the stormwater / sewer system may only be done so with the permission of the relevant local authority.

### 68.22 PZ3.10 CONTROL OF EROSION

Surface erosion protection measures will be required to prevent erosion where slopes are steeper than 1:8 on all soil types.

Erosion protection measures required may include all or some of the below, as specified in the project specification or upon instruction of the Engineer in conjunction with the Environmental (Control) Officer:

- use of groundcover or grass
- construction of cut off berms (earth and/or rockpack) - these are to be angled across the contour and normally would approximate an angle of 30° from the bisector of the contour.
- placing of brush wood on bare surface;
- pegging of wattle trunks or branches along the contour;
- hard landscaping, e.g. use of Loffelstein walls, ground anchors, gabions etc.

Scour chambers are to be fitted with energy dissipaters, or the jet of water directed onto a protected (i.e. grouted stone pitching/ rock pack/ reno mattress) area to dissipate water velocity and to control and prevent erosion.

Storm water drainage measures might be required on site to control runoff and prevent erosion.

### 68.23 PZ3.11 CONTROL OF POLLUTION

No waste in a solid, liquid or gaseous state shall be emitted from or spilled on the site without the approval of the Engineer.

No mixed concrete shall be deposited directly onto the ground prior to placing. A board or other suitable platform is to be provided onto which the mixed concrete can be deposited whilst it awaits placing.

Excess concrete from mixing shall be deposited in a designated area awaiting removal to an approved landfill site.

The Contractor will contain wash water from cement mixing operations, by directing the water into a sump for collection. The material contained in the sump will be removed to an appropriate landfill site. No concrete rubble shall be present at the site.

Liquid wastes will not be disposed of to storm water drains. They may be disposed of to sewer only if permitted by (local council) legislation.

In the event of pollution of a water body (including sediment loading), the Contractor will provide alternative water supply to users of that water body until the quality of the water body is restored to its previous unpolluted state. For the sake of this clause, pollution is deemed to be a state which is substandard to the normal quality of the water body, but is not necessarily in contravention of the South African Water Quality guideline standards for a prescribed activity.

Any ancillary damages resulting from pollution of a water body will be repaired / remediated at the Contractor's cost.

Where, due to construction requirements, pollution of a water body may potentially occur, the Contractor is to ensure adequate measures (e.g. attenuation/ settlement dams / oil absorbent products) are in place to prevent pollution. A method statement is to be provided to this effect (see PZ3 1).

## **68.24 PZ3.12 CONTROL OF FIRE**

The Contractor will ensure he has the necessary firefighting equipment on site in terms of SABS 1200. This will include at least rubber beaters when working in 'veld' areas, and at least one fire extinguisher of the appropriate type when welding activities are undertaken, irrespective of the site.

## **69 PZ3.13 USE AND MAINTENANCE OF ACCESS FACILITIES**

### **69.1 PZ3.13.1 Responsibility**

The Project Manager [not the Contractor (SABS 1200 AD 5.3.1)] will be responsible for obtaining permission for temporary and permanent rights of way over all private property affected by project activities.

The Project Manager will ensure that the Contractor has kept a photographic record of all access facilities and that these are reinstated to a state not worse than upon commencement of the project and to the satisfaction of the landowner (notwithstanding that the project's objective is not to upgrade landowners' access roads).

### **69.2 PZ3.13.2 Fencing**

Temporary fencing is to consist of 1.2 m bonnox fencing, or similar, suitably tensioned and supported on 1.8 m fencing standards at 3 m intervals, with all necessary straining posts and stays. All temporary fencing as indicated by the Engineer is removed on completion of the contract.

**69.3 PZ3.13.3 New Access Roads**

Any construction roads created for execution of the project are to be designed to incorporate adequate drainage and water attenuation structures.

Any access roads which incorporate 'cut and fill' aspects and/or which are to be surfaced during construction are to be authorised by the Environmental Control Officer and Project Manager. Prior to construction of the road, the Contractor will be required to provide a sketch plan of the road layout (referenced to local topographic, natural and man-made structures). Slope steepness, road width, drainage structures and their frequency will need to be documented and accompany the sketch layout.

Construction access roads may not be wider than that necessary (maximum width 4 m) for movement of vehicles in one direction only. Should two way traffic be required, points people are to control vehicle movement on the 'single lane' road or passing bays are to be used where specified in the project specification or as identified by the Engineer in conjunction with the Environmental Control Officer, unless otherwise stated in the project specification.

The cut and fill slopes of permanent roads will require grassing, as specified in the project specification or by the Environmental Control Officer, to increase stability and reduce aesthetic impacts. Hard landscaping may be required as per the project specification.

Temporary construction roads will require rehabilitation on completion of construction activities for which they were required. These roads will require rehabilitation as per PZ4 4 or as specified in the project specification. In the case of access 'tracks', only ripping to loosen compaction will be required unless otherwise stated by the Environmental Control Officer or project specification.

Access roads created by the project may only remain unrehabilitated on written request of the landowner, with his acceptance of the state of the road and a clause that the landowner accepts all responsibility for the road and its state.

**69.4 PZ3.13.4 Maintenance of Existing Access Roads**

The Contractor will record, photographically, the state of existing roads which are to be used for access, prior to plant utilising these roads.

During the contract period, the Contractor will ensure that all existing water attenuation and drainage structures are maintained in a state in which they can optimally perform their function.

Upon completion of the construction period, the Contractor will ensure that the access roads are returned to a state not worse than prior to construction commencing.

**69.5 PZ3.14 BORROW PITS**

Where the Contractor is required to import material, this shall be from commercial sources or borrow areas specified in the project specification.

The Contractor may source material from alternative borrow pits provided: the site location; method of winning material and reinstatement and rehabilitation are environmentally acceptable and approved by the Environmental Control Officer.

In this regard, the Contractor shall give the Environmental Control Officer in writing, 30 days prior to opening up alternative borrow pits the following information for acceptance:

- quantities of borrow material required;
- method statement for excavation of material including depth and extent of excavation;
- anticipated 'active life' of the borrow area;
- proposal for reinstatement and rehabilitation of borrow area, including final profile;
- written approval from the landowner/ relevant authority that material may be removed from their land subject to their stated conditions, requirements, and royalties, and if the proposal is acceptable to the Environmental Control Officer.

Development and rehabilitation of borrow pit areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PZ3 5.3 of this specification;
- Removal (to nominal depth of 500mm) and stockpiling of sub-soil;
- Infill of borrow pit with spoil material;
- Contouring of borrow pit to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;
- Grassing of topsoil in terms of clause PZ4 4 of this specification.

The Contractor is to familiarise himself with the requirements of the Minerals Act No 50 of 1991 in terms of borrow pit development, and the requirements of the EMPR, as applicable.

## 70 PZ3.15 SPOIL SITES

Where the Contractor is required to spoil material, spoil sites must be identified which are environmentally acceptable and approved by the ECO, unless spoil site areas have been identified in the project specification, in which case these will be the designated spoil sites.

If no spoil sites have been previously identified together with reinstatement and rehabilitation criteria, the Contractor is to provide the following information to the ECO at least 30 days prior to requiring sites to spoil material:

- the location, description of and access to alternative sites identified in order that they may be assessed;
- the quantity of material to be spoiled;
- the type of material to be spoiled (i.e. blast rock/ excavated rock/ soft shale/ subsoil etc.);
- the proposed method of spoiling;
- the proposed reinstatement and rehabilitation plan including final profile;
- written approval from the landowner/ relevant authority that material may be spoilt on land subject to their stated conditions and requirements and if the proposal is acceptable to the ECO.

Development and rehabilitation of spoil areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PZ3 5.3 of this specification;
- Removal (to nominal depth of 500mm) and stockpiling of sub-soil;
- Placement of spoil material;
- Contouring of spoil site to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;



Grassing of topsoil in terms of clause PZ4 4 of this specification.

## 71 PZ3.16 NUISANCE

### 71.1 PZ3.16.1 Dust

At all times the Contractor shall control dust on the site, access roads, borrow pits and spoil dumps with water, chemical soil stabilisers or temporary surfacing as specified in the project specification or upon instruction of the Engineer.

Dust control shall be sufficient so as not to have significant impacts in terms of the biophysical and social environments. These impacts include visual pollution, decreased safety due to reduced visibility, health aspects, and ecological impacts due to dust particle accumulation.

On gravel or earth roads, vehicle speeds may not exceed 30km per hour.

### 71.2 PZ3.16.2 Noise

The operational layout of the construction site is to be designed to control and reduce noise from source (see clause PZ2 1).

Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and /or vehicles will be banned from use on site until they have been repaired.

Construction activities generating output levels of 85 dB(A) or more (excessively noisy), in residential areas, are to be confined to working hours (08h00 - 17h00) Mondays to Fridays only.

'Normal' or 'noisy' working hours may only be extended with the prior written approval of the Project Manager, who has been notified, at least 7 days in advance, of the impending work requiring extension.

The Project Manager will ensure that the neighbours are timeously forewarned of imminent noisy activities.

Should community complaints be received with regard to noise generation, the Contractor will, at the discretion of the Project Manager and Environmental Control Officer, provide an independent and registered noise monitor to undertake a survey of noise output levels from site, and implement measures to reduce noise to legislated levels.

### 71.3 PZ3.16.3 Visual

All site establishment components, as well as equipment, will be positioned to limit visual intrusion to neighbours (see clause PZ2 1 above).

The type and colour of roofing and cladding materials are to be selected to reduce reflection.

Security lighting (both temporary and permanent) and lighting required for specific works activities must be placed such that it is not a nuisance to residents and the general public.

### 71.4 PZ3.16.4 Interference with neighbours and public

No construction staff may approach site neighbours, for whatever reason, without the knowledge and permission of the Project Manager.

Complaints from neighbours and public with regard to interference from contract staff will be regarded in a serious light, and the offender(s) may be subject to disciplinary action.

### 71.5 PZ3.16.5 Disruption of Services

Disruption of services, e.g. road access, water and electricity, must be kept to a minimum at all times.

Where service disruption is unavoidable, the Contractor is to advise the Project Manager (at least 7 days in advance), who in turn will timeously warn the affected parties.

## **72 PZ3.17 SPECIAL ENVIRONMENTS**

### **72.1 PZ3.17.1 Wetlands**

Pipeline trenches which traverse wetlands shall be constructed as specified in the project specification. The Contractor will submit a method statement for work in wetland areas as per PZ3 1.1 Construction may not permanently alter the surface or subsurface flow of water through the wetland. The Contractor shall submit a method statement for review at least 14 days prior to commencing construction in a wetland.

The Contractor will remove all wetland vegetation with their root ball intact. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

No construction materials may be stockpiled in any wetland areas.

The pre-construction profile of the wetland shall be returned to one similar as before construction, with no created "ridge or channel" features present.

### **72.2 PZ4.1 HOUSEKEEPING**

All areas are to be cleared of rubble associated with construction. This includes the removal of surplus materials, excavation and disposal of consolidated waste concrete and concrete wash water, litter, etc. All soil contaminated by hydrocarbons, for example from leaking machines, refuelling spills etc., is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.

## **73 PZ4.2 FINISHING**

### **73.1 PZ4.2.1 Final Grading**

Final levels of all disturbed areas are, where feasible in terms of the project requirement, to be consistent with the natural topography of the area.

In certain instances, it will be acceptable to reinstate rock onto a works area (e.g. pipeline servitude), provided that that rock does not exceed 250mm in maximum dimension and is placed in a manner consistent with the natural surrounds as indicated by the Environmental Control Officer and Project Manager.

All drainage lines affected by construction are to be reinstated to approximate their original profile. Where this is not feasible due to technical constraints, the profile is to be agreed upon by the Environmental Control Officer and Project Manager.

All compacted (disturbed) areas (including stockpile areas) are to be ripped (along contour) to a depth of 150mm prior to the replacement of topsoil.

### 73.2 PZ4.2.2 Topsoiling

Topsoil is to be replaced to a minimum depth of 100mm.

Topsoil is not to be compacted, but once replaced is to be scarified (to a depth of 50mm) consistent with the natural contour.

If insufficient topsoil is available, subsoil or similar material may be used that may be a suitable substrate after addition of soil improving substances e.g. compost, pH rectifiers (lime or gypsum) etc. Soil testing may be required at an approved facility.

### 73.3 PZ4.5.3 Planting times

Summer (includes Spring) is considered to be between the 1 September and 28 (29) February.

Winter (includes Autumn) is considered to be between 1 March and 31 August.

Re-grassing will be undertaken (as far as possible) in summer as germination and establishment of grasses is most effective, assuming reasonable spring rains.

Vegetation re-establishment is likely in many cases to be held off until this suitable growing season.

Hydroseeding with a winter mix will only be specified where regrassing is urgently required and cannot wait until the summer season. In this case irrigation will be required as per PZ4 5.4 below.

### 73.4 PZ4.5.4 Establishment and maintenance

During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

During winter (where annual rye grass is specified) 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

If rapid establishment is required, additional watering may be necessary as specified in the project specification

The amount of irrigation to be applied will make up the difference between rainfall recorded on site and the minimum requirement.

### 73.5 PZ4.5.5 Grass Seed Selection and Application Rates

The specific seed selection and application rates for each of the defined areas are covered separately, as follows.

#### 73.6 PZ4.5.5.1 Coastal area

##### Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10

**SW 60**

Digitaria eriantha	Smuts' fingergrass	5
Total		30

**Winter mix (1 March - 31 August)**

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Total		25

PZ4.5.5.2 *Coastal hinterland.*

**Summer mix (1 September - 28 February)**

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/KWeek/Star grass	10
Total		37

**Winter mix (1 March - 31 August)**

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar – Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/KWeek/Star grass	3
Total		30

**73.7 PZ4.5.5.3 Midlands area****Summer mix (1 September - 28 February)**

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	4
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Digitaria eriantha	Smuts' fingergrass	2
Cynodon dactylon	Couch/KWeek/Star grass	2
Paspalum notatum	Lawn paspalum	2
Total		30

**Winter mix (1 March - 31 August)**

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Paspalum notatum	Lawn paspalum	2.5

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Total		27.5
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## 74 PZ4.5.6 Seeding methods

Two methods are recommended, namely hydroseeding and hand-broadcasting. The required method shall be as specified in the project specification.

All seed supplied should be labelled in accordance with the Government Seed Act No. 20 of 1961 and the Contractor shall be required to produce such certification, if requested by the Engineer.

### 75 PZ4.5.6.1 Hydroseeding

The Grassing Contractor shall be conversant with this method.

Cellulose pulp (consisting of either wood shavings, shredded straw, shredded paper or cotton waste) shall be added to the mix to be applied at a rate of 250 kg/ha.

In addition to the cellulose pulp, compost (consisting of either chicken litter, kraal manure, sugar cane filter cake or mushroom compost) shall be incorporated at a rate of 5m<sup>3</sup>/ha (□ 100 X 50kg fertiliser bags/ha).

### 76 PZ4.5.6.2 Hand-broadcasting

Fertiliser, at the appropriate rate, is to be distributed by hand in a manner to ensure that there is an even spread of fertiliser over the site. This is to be done prior to seeding.

The seed mix is to be weighed and made up in an appropriately large container which shall be stirred to ensure no settling out of the grass seed, and a uniform distribution of the different types of seed.

The seed is to be distributed by hand in a regular grid broadcasting manner to ensure that there is an even spread of grass over the entire site.

The area seeded is to be raked over once the seed and fertiliser have been applied to incorporate these elements into the topsoil.

## 77 PZ4.5.7 General

Where there is a possibility of neighbourhood livestock grazing a rehabilitated site these should, as far as is practicable, be excluded for the first 3 months of re-grassing.

## 78 PZ4.6 LANDSCAPING

Landscaping of the site may be required as indicated in the project specification.

Compensatory planting of trees or shrubs may be required should the transplantation of such not be successful in terms of PZ3 5.5 or due to plants removed in terms of PZ3 5.4

Planting of trees will be in accordance with the following method:

- All tree holes shall be square in plan;
- Tree holes shall be a minimum of 600mm by 600mm square by 700mm deep;
- Holes are to be backfilled with excavated soil in a ratio of 3:1 with compost. The compost is to be weed free and have been composted at temperatures in the order of 65oC. Where possible, any available topsoil should be placed in the hole at the level where the tree rootball will rest. A handful (half-a-cup) of each Superphosphate and 2.3.2 should be mixed into the soil-compost mix;

- The tree holes are to be backfilled to the point where the tree and its rootball are in the desired position. The tree is to be removed temporarily and the hole filled with water and allowed to drain away. This operation of watering and draining should be repeated at least four times in order that the surrounding ground and hole are thoroughly moist. The tree is then to be replaced and the remaining soil replaced;
- All trees shall be tied (using a tree tie) to a suitable timber stake planted in the ground to a depth of at least 500mm. The stake shall have a minimum diameter of 35mm and shall be at least 300mm higher than the planted tree;
- Water retaining basins of at least 500mm diameters are to be formed around each tree;
- The Contractor is to apply at least 10 litres of water per tree per fortnight for a period of at least 3 months.

The planting of shrubs will be in accordance with the tree planting method with the exception that the holes are to be a minimum of 400mm by 400mm square by 500mm deep, and that the tree stakes and ties are not required.

## 79 PZ4.7 ALIEN PLANT CONTROL

All sites disturbed by construction activities will be monitored for colonisation by invasive alien plant species. The Environmental Control Officer will identify those plants which require removal during both the construction and maintenance period, for the Contractor's action.

The Environmental Control Officer will provide advice as to effective methods of removal and control of alien plant species.



**80 PUBLIC COMPLAINTS REGISTER**

<b>COMPLAINANTS NAME</b>	<b>DESIGNATION/ AFFILIATION</b>	<b>REASON FOR COMPLAINT</b>	<b>ACTION TAKEN</b>	<b>ACTION BY</b>	<b>ACTION BY DATE</b>	<b>ACHIEVED BY DATE</b>	<b>DATE REFERRED TO NW environmental control officer</b>

DATE TAKEN	COMPLAINANTS NAME	DESIGNATION/ AFFILIATION	REASON FOR COMPLAINT	ACTION
ACTION BY	ACTION BY DATE	ACHIEVED BY DATE	DATE REFERRED TO NW	environmental control officer

MONITORING OF COMPLIANCE WITH ENVIRONMENTAL SPECIFICATIONS

PROJECT NAME: .....

CONTRACT NUMBER: .....

PROJECT MANAGER: .....

ENGINEER'S REPRESENTATIVE / SUPERVISOR: .....

CONTRACTOR: .....

CONTRACT PERIOD: .....  
(including start and completion dates):

PERIOD COVERED: .....

REPORT PREPARED BY: .....

-----  
Signature

ENVIRONMENTAL CONTROL OFFICER REPORT

PROJECT NAME: ..... CONTRACT N° .....

DATE OF SITE INSPECTIONS DURING REPORTING PERIOD: .....

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Specification Breach Action Taken	Spec. No.	Remedial Action Recommended	Due Date	Authority Responsible
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**81 PUBLIC COMPLAINTS**

DATE	COMPLAINANT'S NAME	DESIGNATION/ AFFILIATION	REASON FOR COMPLAINT	ACTION TAKEN	ACTION BY	ACTION BY DATE	ACHIEVED BY DATE	DATE REFERRED TO NW environmental control officer

SW 67

C3

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**GOOD PERFORMANCE REPORT**

List any aspects of the Contract in which the Contractor is performing well and beyond that which is required in terms of the specification.

**PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

**FOR**

**UNIVERSAL RURAL SANITATION COVERAGE**

**CONTRACT No. HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**MANAGED ON BEHALF OF**



**HARRY GWALA DISTRICT MUNICIPALITY  
(THE “CLIENT”)**

**KEY ROLE PLAYERS**

**SW 70**

**CLIENT**

Principal Agent:

Civil Engineer

Quantity Surveyor

Land Surveyor

Mechanical Engineer

Environmental Control Officer

Health and Safety Agent

**PRINCIPAL CONTRACTOR**

Contracts Manager

Site Agent

H&S Officer

Other:

## TABLE OF CONTENTS

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>75</b>
<b>2.</b>	<b>KEY REFERENCES .....</b>	<b>76</b>
<b>3.</b>	<b>INTRODUCTION .....</b>	<b>76</b>
4.1	Purpose of the Project Specific Health and Safety Specification (PSHSS) .....	76
4.2	Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS) .....	77
4.3	Requirements at Tender Stage .....	77
<b>4.</b>	<b>GENERAL REQUIREMENTS .....</b>	<b>78</b>
5.1	Summary of Risks identified during Design .....	78
5.2	Specified Hazardous Chemical Substances .....	78
<b>5.</b>	<b>OCCUPATIONAL HEALTH &amp; SAFETY MANAGEMENT .....</b>	<b>79</b>
6.1	Structure and Organization of H&S Responsibilities .....	79
6.1.1	Notification of Commencement of Construction Work .....	79
6.1.3	Appointment of Competent Site Personnel .....	80
6.1.4	Construction Supervision .....	80
6.1.5	Construction Health and Safety Officer .....	80
6.1.6	Traffic Safety .....	81
6.1.7	Health and Safety Representatives and H&S meetings .....	81
6.1.8	Appointment of Competent Contractors .....	81
<b>6.</b>	<b>GENERAL RISK MANAGEMENT .....</b>	<b>82</b>
7.1	Health Risks and Medical Surveillance .....	82
7.2	Noise Risks .....	82
7.3	Emergency Procedures .....	82
7.4	First Aiders and First Aid Equipment .....	83
7.5	Fires and Emergency Management .....	83
7.6	Incident Management and Compensation Claims .....	83
7.7	Personal Protective Equipment (PPE) and Clothing .....	83
7.8	Occupational Health and Safety Signage .....	84
7.9	Induction of Employees and Visitors, General H&S Training .....	84
7.10	Management of Plant and Equipment .....	84
7.11	Excavations .....	84
7.12	Working at heights .....	85
7.13	Cranes and lifting equipment .....	85
7.14	Temporary Works (Scaffolding, support work, formwork) .....	86
7.15	Auditing .....	86
7.16	Mechanical installations .....	86
7.17	Communication on Site .....	86
7.18	Care of Workers on Site (Welfare) .....	86
7.19	Discipline, Alcohol and Substance Abuse .....	86
7.20	Electrical Equipment .....	87



7.21	HIV and AIDS Programme .....	87
7.22	Safety Conflict.....	87
<b>7.</b>	<b>HEALTH AND SAFETY FILE .....</b>	<b>87</b>
<b>8.</b>	<b>NON-CONFORMANCES.....</b>	<b>88</b>
9.1	Failure to Comply with Provisions.....	89
<b>9.</b>	<b>MEASUREMENT AND PAYMENT .....</b>	<b>89</b>

**ANNEXURES**

ANNEXURE A:	EXAMPLE HEALTH AND SAFETY AUDIT DOCUMENT
ANNEXURE B:	CLOSE OUT REQUIREMENTS
ANNEXURE C:	NON-CONFORMANCES
ANNEXURE D:	CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT
ANNEXURE E:	RISK ASSESSMENT FORMAT
ANNEXURE F:	BILL OF QUANTITIES FOR OCCUPATIONAL HEALTH AND SAFETY
ANNEXURE G:	HEALTH AND SAFETY (H&S) PRE-TENDER REPORT
ANNEXURE H:	TENDER STAGE OHS PLAN EVALUATION
ANNEXURE I:	MANDATORY AGREEMENT

**1. LIST OF ABBREVIATIONS**

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer’s Representative
LI	Labour Intensive
OH	Occupational Health
OHS	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHS	Occupational Health and Safety Specification

PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
MSDS	Material Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

## 1. DEFINITIONS

The definitions used will be those set out in the Construction Regulations, Gazette No 37305 of 7 February 2014 which are hereunder further emphasised with the following additions:

**Client:** Harry Gwala District Municipality

**Construction Site:**

Means a workplace where construction work is being performed

**Construction Supervisor:**

Means a competent person responsible for supervising construction activities on a construction site

**Designer:** Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

**Fall Risk:** Means any potential exposure to falling either from, off or into

**Hazard:** Source of or exposure to danger

**Hazard Identification and Risk Assessment (HIRA) and Risk Control:**

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

**Health and Safety Agent:**

Means any competent person who acts as a representative for the Client in managing the projects health and safety and who is registered with the South African Council for the Project and Construction Management Profession (SACPCMP).

**Health and Safety Plan:**

Means a site, activity or project specific documented plan in accordance with the Clients Health and Safety Specification.

**Induction Training:**

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

**Risk:** Means the probability or likelihood that a hazard can result in injury or damage.

**Regulation/s:**

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

**Temporary Works:**

Means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work

**The Act:** Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

## 2. KEY REFERENCES

The following key references apply to the specifications:

- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
- SANS Code 1921-6
- SANS Code 1200

## 3. INTRODUCTION

Harry Gwala District Municipality is responsible for the provision of adequate and reliable potable water and sanitation services within the district and takes cognizance that its current scope of works pose inherent risks to the health and safety of its agents and members of the public.

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. Harry Gwala District Municipality has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus a high premium is placed on the health and safety (H&S) of Harry Gwala District Municipality stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Harry Gwala District Municipality and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognizance of the above statement.

Harry Gwala District Municipality, as the Client and where there is an appointed H&S Agent on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

### 4.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Land Surveyors), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatary Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing.

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or

determined by Harry Gwala District Municipality) that are promulgated or accepted during the contract will automatically be applied.

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly.

#### **4.2 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)**

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation.

The OHSA S.37.2 Mandatary Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the H&S Agent, or the responsible person in the Harry Gwala District Municipality.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. The H&S Agent will visit the project as deemed necessary by the Designer and the H&S Agent to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

#### **4.3 Requirements at Tender Stage**

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

Adequate pricing for H&S is required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure adequate information is submitted as supporting documentation with his completed Tender. Such information will be assessed against the criteria listed and a score provided to the Bid Award Committee (BAC) for consideration. Failure to provide such information could render the tender application non-responsive.

A project specific H&S Plan in response to this PSHSS will be subject to approval by the H&S Agent. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Detailed technical method statements for approval by the Designer and appropriate risk assessments and safe work procedures for approval by the H&S Agent or Client:
  - Site establishment including:

- Clearing and grubbing;
- Exposure of services, power, telecommunication etc.;
- Arrangements for hoarding, traffic accommodation;
- Excavating
- An emergency plan indicating how and where emergencies will be handled
- Working at heights
- Appointments of the following: Construction Supervisor; Construction Health and Safety Officer; Risk Assessor; Fall Protection Plan Developer; First Aider.
- An organogram of the site relationships showing at least the above appointments

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer/Client is required before work on that aspect or activity can commence. The H&S Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously. Penalties will be applied should this not be adhered to, and deemed a serious offence.

**4. GENERAL REQUIREMENTS**

**5.1 Summary of Risks identified during Design**

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the Principal Contractors (PC) risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The Contractor is herein advised that no other residual risks remain which the designers judged as significant and unusual other than those risks that a competent Contractor can reasonably be expected to know or deduce from the documents prepared for this project and supplied to them.

**5.2 Specified Hazardous Chemical Substances**

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, material safety data sheets (MSDSs) need to be considered prior to all selections.

PRODUCTS or SUBSTANCES	POTENTIAL HEALTH OR OTHER RISKS
Cement	<ul style="list-style-type: none"> <li>• Hand mixing may occur, 50kg bags are an ergonomic risk from handling.</li> <li>• Pumping of concrete may produce extensive vibration, extended hours of work, and potential eye, skin and respiratory irritant from dust exposure, chromates.</li> </ul>
Cement/Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry resulting in occupational respiratory health illness or disease
Petrol/diesel/lubricants	Potentially a fuel bowzer on site. Fire, spillage, fumes
Adhesives	Used as a bonding agent and may result in contact Dermatitis and occupational respiratory illness or disease from prolonged exposure

PRODUCTS or SUBSTANCES	POTENTIAL HEALTH OR OTHER RISKS
Plaster/mortar/screeds	Contact with products may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure
Sealants/joint fillers	Contact with products may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure
Welding fumes	Inhalation of fumes may result in occupational respiratory illness or disease from prolonged exposure
Lime	The product is classified an irritant, irritating the respiratory system, skin and risk of serious damage to eyes. In contrast to the powder itself, the product, when diluted with water, can produce severe skin damage in humans, ( <i>alkaline burns</i> ), especially if prolonged skin contacts takes place.
Paints	Contact with different paints may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure

## 5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 6.1 Structure and Organization of H&S Responsibilities

#### 6.1.1 Notification of Commencement of Construction Work

The Client shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure 1 in the CRs for all projects requiring a work permit in terms of CR 3.

The PC who intends to carry out any construction work other than work noted in CR 3 shall notify the Provincial Director in writing in the form of the Annexure 2. This shall occur after the award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided and kept in the H&S file. Work will not commence without the Notification being correctly completed and signed by the Client and proof of receipt by the Department of labour received. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent, or the Client.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure 1/2 must be submitted to the Department of Labour. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

#### 6.1.2 Health and Safety Plan Framework

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan as they play a role in reducing the overall risk of a particular activity, or section of the project. The H&S Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency personnel and equipment (fire, first aiders, first aid posts);
- Protection of plant and pedestrians, indicate parking, and
- Storage areas (materials and equipment, waste etc.)
- Access and egress to site for deliveries and intended temporary traffic management
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

### 6.1.3 Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Contract Manager (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

### 6.1.4 Construction Supervision

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Curriculum Vitae (CVs) are to be submitted for approval by the Designer, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

### 6.1.5 Construction Health and Safety Officer

The PC will employ at least one competent, full-time or part time H&S Officer for the duration of the contract depending on the nature of the hazards on site and subsequent risks. The H&S Officer's CV is to be submitted for approval by the H&S Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar together with additional appropriate short courses (i.e. Fall Protection Developer, Risk Assessor, Basic Firefighting and First Aider Level 1) with exposure to civil engineering and building that is appropriate given the level of project complexity and registration with SACPCMP. An in-depth knowledge of legislative requirements and the application thereof is required. The site supervisor may not act as the H&S Officer.

The H&S Officer/s will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the H&S Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No inductions of Contractor staff until the H&S documentation is approved by the H&S Officer.
- The H&S Officer/s may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent/Client and the H&S Officer. An example of the monthly report is attached as an *Annexure D*.



The H&S Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. A list of the typical aspects that should be provided is available as *Annexure B* to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

Failure to do so will be considered a serious offence and penalties applied.

#### **6.1.6 Traffic Safety**

The H&S Officer will be responsible for ensuring that daily traffic management is adequately managed, and additional care must be taken where workers and public interface.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

Penalties will be issued for non-compliances noted.

#### **6.1.7 Health and Safety Representatives and H&S meetings**

H&S Representatives representing workers and Contractors are to be appointed following the startup of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the H&S Officer and site management in meeting legislative duties.

The H&S Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the H&S Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings. Failure to do so will be deemed to be a moderate offence.

#### **6.1.8 Appointment of Competent Contractors**

The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PCs Compensation registration number. If required, the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc). Cognisance is to be taken of the level of risk involved and the H&S Officer is to ensure the level of H&S documentation is appropriate:

- Mandatary agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
  - Load testing and registers for cranes or lifting devices
  - Medical certificates of fitness
  - Material Safety data sheets (MSDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped and penalties implemented.

## 6. GENERAL RISK MANAGEMENT

### 7.1 Health Risks and Medical Surveillance

The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works.

All workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work.

Full medical records are not to be placed in the H&S file. Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems; and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.

### 7.2 Noise Risks

All plant from plant hire companies (suppliers) or that of the PC is to be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time period will result in such plant being removed from site.

Audiometric testing of all workers is noted as required in the medical surveillance programme for all permanent workers prior to work commencing. Temporary labour working in identified noise areas will require testing if the noise levels are indicated on plant or through processes as greater than 85dB. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

Failure to do so will be considered a serious offence.

### 7.3 Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The procedure shall detail the response plan in relation to the works, and include at least (*but are not limited to*) the following key elements:

- Appointment of a competent emergency response co-ordinator

- Site Camp Fire;
- Public injury, Motor vehicle accidents;
- Falls from heights;
- Serious injury to workers (medical or work-related); and
- Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

#### **7.4 First Aiders and First Aid Equipment**

At least 1 first aider will be trained to Level 3. First aiders shall be available and accessible on site at all times, and be able to work as a team when responding to any emergency on the project.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers

Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

#### **7.5 Fires and Emergency Management**

The emergency plan is to include the risk of fire on site and related to any specific activities where gas, welding, cutting etc. occur.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities.

#### **7.6 Incident Management and Compensation Claims**

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer /Client /H&S Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

#### **7.7 Personal Protective Equipment (PPE) and Clothing**

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company.

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Overalls that ensure worker visibility;
- Eye protection;
- Hearing protection;
- Reflective jackets (no bibs)
- Respiratory protection (minimum of FF2), and
- Any other necessary PPE identified from MSDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedure for managing PPE is to be in a formal procedure submitted with the H&S plan for approval.

Any person (*including Client, Designers etc.*) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

Failure to comply will result in penalties being applied.

### **7.8 Occupational Health and Safety Signage**

On-site H&S signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required.

Temporary signage is to include (*but not be limited to*) the following:

- 'Report to site office' / 'Warning: Construction Site – Keep out' or similar;
- 'Site office' (if relevant);
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (*including vehicles*); and
- Fire extinguishers.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Failure to comply will result in penalties being applied.

### **7.9 Induction of Employees and Visitors, General H&S Training**

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (*including Client, Designers*) to the site.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. A record of inductions and pre-task training is to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

### **7.10 Management of Plant and Equipment**

Close control of plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the H&S Agent's/Client audit. All daily inspection records are to be kept in the H&S file or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, medically fit plant operators are to be used. Medical certificates of fitness are required for all operators. Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

Failure to do so will be considered a serious offence.

### **7.11 Excavations**

A procedure for managing excavations is to be provided as an addendum to the H&S plan describing how excavations are to be managed.

Excavation method statements are to be approved by the Designer and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions are to be checked daily and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Danger tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in the vicinity of members of the public.

Work will be stopped and penalties applied to any work in excavations that is not compliant.

### **7.12 Working at heights**

A Fall Protection Plan (FPP) is to be available and supplied as an addendum to the H&S plan. The FPP must be appropriate for the project. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code, and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 50355
- SANS 50361
- SANS 50355

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed by and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public are to be protected at all times by way of hoarding, barricading or fencing
- Notices to be posted
- Restrictions or stoppage when weather conditions are deemed hazardous
- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency plan regarding rescue
- All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.
- Registers and all relevant documentation are to be placed in the H&S file.

Work will be stopped and penalties applied to any work at heights that is not compliant.

### **7.13 Cranes and lifting equipment**

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

**7.14 Temporary Works (Scaffolding, support work, formwork)**

Temporary works must be properly designed and signed off by a competent person who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and H&S Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Designer/H&S Agent.

Failure to do so will be considered a serious offence.

**7.15 Auditing**

Frequency of external auditing by the H&S Agent or Client will be as agreed with the Client and Designer but will at least conform to the requirements of the Construction Regulations. The site will be inspected and the documentation audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the Client, or the H&S Agent, on all audits and inspections. Not all audits will be, or need be announced.

The PC will ensure that all their Contractors are audited at a frequency determined by the H&S Agent or Client. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the H&S Agent.

The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

Failure to address findings or non-conformances will be considered a serious offence.

**7.16 Mechanical installations**

All mechanical installations are to be carried out in conformity with the manufacturer's instructions. Method statements and risk analyses must be compiled for each type of installation. A competent person must be designated to supervise the work.

**7.17 Communication on Site**

All H&S communication during the project between the H&S Agent and the PC will be done through the Engineering Consultant and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

**7.18 Care of Workers on Site (Welfare)**

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. Arrangements made where existing facilities are shared with existing users must be made in writing and placed in the H&S file.

Failure to ensure compliance will be considered a serious offence.

**7.19 Discipline, Alcohol and Substance Abuse**

All employees (management included) are to follow instructions given in the interest of H&S. A disciplinary procedure is to be developed and disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Engineer.

## 7.20 Electrical Equipment

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use. Method statements and safe work procedures will be required for all work involving electrical apparatus.

## 7.21 HIV and AIDS Programme

The PC shall reduce the risk of transfer of HIV between and amongst construction workers and the local community, raise awareness amongst construction workers of the risk of infection with HIV, promote early diagnosis and assist affected individuals to access care and counselling by:-

- making condoms that comply with the requirements of SANS 4074 available for the duration of the contract to all construction workers at points on the site which are readily accessible and suitably protected from the elements
- either by placing and maintaining HIV/AIDS awareness posters of the size not less than an A1 in areas which are highly trafficked by construction workers or providing construction workers with a pamphlet in languages largely understood by the construction workers which reinforces the outcomes of the HIV/AIDS awareness programme
- encouraging voluntary HIV/STI testing
- providing information concerning counselling, support care of those that are affected

## 7.22 Safety Conflict

Where any conflict exists between the requirements of this PSHSS, the Site Rules or Statutory Requirements/Regulations the higher standard must apply unless such conflict is brought to the attention of the Client or H&S Agent and a direction provided. The PC is deemed to have allowed for the higher standard.

The PC is legally responsible for ensuring that he conforms to all applicable aspects of the Occupational Health and Safety Act 85/1993 and Regulations (OH&S Act) and other relevant Acts and Regulations. If in dispute with the PSHSS and other legislation the most stringent requirement must apply.

## 7. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (*but not be limited to*) as part of the index:

- The PSHSS;
- The H&S Plan and the approval by Client;
- Appointment by Client;
- Mandatary agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Material Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations
- Employee records (*who is on site*)

**8. NON-CONFORMANCES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

<b>Minor: Penalty: R50/count</b>	<b>Medium: Penalty: R500/count and a non-conformance</b>	<b>Severe Penalty: R5000/count, a non-conformance and/or activity stoppage</b>
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements



<b>Minor: Penalty: R50/count</b>	<b>Medium: Penalty: R500/count and a non-conformance</b>	<b>Severe Penalty: R5000/count, a non- conformance and/or activity stoppage</b>
	No certificates of fitness for workers as required	
	Working without approved method statements	

### 9.1 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the Principal Agent (PA), shall be sufficient cause for the PA to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the PA. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

## 9. MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

### Item and Unit

#### C.01 Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))

The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document.

#### C.02 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Lump Sum (L.S))

The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure 2 to the Regulations.
- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's project Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

#### C.03 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Month (Mth))

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file.

#### C.04 Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their own costs in this regard. Any items of PPE not included on the list will be paid for only after the PA has agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, high visibility overalls, protective foot wear, fall arrestor harness, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

**C.05 Provision of a Full/Part Time Construction Health and Safety Officer (Month)**

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a fulltime or part time basis.

**C.06 Costs of Medical Surveillance (Unit (No))**

This item shall covers all costs in involved in the obtaining of baseline medical examinations of temporary labour, including operators for mobile plant as contemplated in CR 23(d) (ii); for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating.

**C.06 a)** Initial (baseline) medical examinations, including audiometric and lung function testing.

**C.07 Induction Training (Unit (No))**

This item shall cover all costs incurred for the health and safety inductions as set out in Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.

**C.08 Provision of First Aid Boxes. (Unit (No))**

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes.

**C.09 Establishment of noise levels (Unit (No))**

This item shall cover all costs involved in the establishment of noise zones in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.

**C.10 Submission of the Health and Safety File. (Lump Sum)**

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

**ANNEXURE A****H&S AGENT AUDIT SHEET  
EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT**

<b>PROJECT NAME:</b>	
<b>CONTRACT NUMBER:</b>	
<b>HEALTH AND SAFETY AUDIT No:</b>	
<b>CONDUCTED BY :</b>	
<b>DATE :</b>	

**EXECUTIVE SUMMARY****INTRODUCTION AND OVERVIEW****Scoring:**

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

<b>Scoring schedule</b>	
If the answer is " <b>No</b> " the rating will be 0	
If the answer is ' <b>not applicable</b> ' it will be noted as n/a	
If the answer is " <b>Yes</b> " the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

**Key Abbreviations:**

Health and Safety	H&S	Driven Machinery Regulations	DMRs
Occupational Health	OH	Regulations for Hazardous Chemical Substances	RHCSs
Construction Regulations	CRs	Pressure Equipment Regulations	PERs
General Safety Regulations	GSRs	General Administration Regulations	GARs
Explosive Regulations	ERs	South African National Standards	SANS
Noise Induced Hearing Loss Regulations	NIHLs	South African Road Traffic Safety Manual	SARTSM
Facilities Regulations	FRs		
South African Bureau of Standards	SABS		
Occupational Health and Safety Act	OHSA		

Provide a summary of site inspection, significant findings of the site inspection and the audit.

**CORE LEGAL RECORDS ON SITE:**

This list is not conclusive – to be updated monthly relative to works in progress. However, the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project <b>H&amp;S Organogram</b>					
2.	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) <ul style="list-style-type: none"> <li>• Proof of Competency provided</li> </ul>					
3.	CR 8 (1) and (2)	Designation of Construction Manager and Subordinate Person(s) <ul style="list-style-type: none"> <li>• Proof of Competency provided</li> </ul>					
4.	OHSA S. 17; GAR 7	<ul style="list-style-type: none"> <li>• H&amp;S Representatives appointed</li> <li>• Monthly inspections completed</li> <li>• Representation from Contractors</li> </ul>					
5.	OHSA S. 18; GAR 5	<ul style="list-style-type: none"> <li>• H&amp;S Committee appointed</li> <li>• Minutes on file</li> <li>• H&amp;S representatives reports discussed</li> <li>• Incidents discussed</li> <li>• Signed by Chair</li> <li>• Evidence of minutes noted</li> </ul>					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993) available on site					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
7.	CR 5(j); 7(c)(iv)	Written proof of registration / <b>Letters of good standing</b> available on Site					
8.	OHSA S.37.2	<b>Copy of the Mandatary (S37.2) agreement between the PC and Client</b>					
9.	OHSA S.37.2	<b>Mandatary agreements</b> between PC and contractors					
10.	CR 3(1); 4(1)	<b>Notification to Provincial Director – Annexure 1/2</b> Available on site					
11.	CR 5(1)(m)  7(1)(b)	<ul style="list-style-type: none"> <li>• Copy of Principal Contractor’s Health &amp; Safety Plan Available on request.</li> <li>• Letter of approval from Agent.</li> <li>• Health &amp; Safety File opened and kept on site (including all documentation-required in respect of the OHSA &amp; Regulations)</li> <li>• Available at all times</li> </ul>					
12.	CR 7(1)(b)	<b>Copy of Principal Contractor’s Health &amp; Safety File provided to Contractors</b> <ul style="list-style-type: none"> <li>• Letters of approval for each contractor on file</li> <li>• List of Contractors on site</li> <li>• Verified monthly by Agent</li> </ul>					

SW 93

C3

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
13.		<b>Copies of technical method statements</b> approved by Designer <ul style="list-style-type: none"> <li>• Register available, signed by Designer</li> </ul>					
14.	CR 9(1)  OHS CR 9(3)	<b>Risk Assessments:</b> <ul style="list-style-type: none"> <li>• Up to date and available on site for inspection</li> <li>• Review and monitoring programme adhered to</li> <li>• Workers trained in risk assessments</li> </ul>					
15.	CR9(1)(c)	<b>Safe work procedures Procedure</b> <ul style="list-style-type: none"> <li>• List of available SWPs</li> <li>• Workers trained in SWPs</li> <li>• Proof of training verified</li> </ul>					
16.	OHS S. 13 CR 7(5)(6)	<b>Induction programme available</b> <ul style="list-style-type: none"> <li>• Proof of <b>induction</b> training available</li> </ul>					
17.	CR 6(1)(2)	<b>Structural information from Designer:</b> <ul style="list-style-type: none"> <li>• Geo-science technical report</li> <li>• Design loading of the structure</li> <li>• Methods &amp; sequence of construction</li> </ul>					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> <li>• Design risk assessment</li> <li>• Amended H&amp;S Specification</li> <li>• Temporary Works Design</li> </ul>					
18.	CR 12(1)(3)	<b>Temporary Works</b> <ul style="list-style-type: none"> <li>• Appointment of temporary works designer</li> <li>• Proof of Competency provided</li> <li>• Approved temporary works drawings</li> <li>• Temporary work inspection register</li> <li>• Competencies of erectors of temporary works</li> <li>• Construction method statements</li> </ul>					
19.	CR 13(1)(2)	<b>Excavations:</b> <ul style="list-style-type: none"> <li>• Competent persons appointed</li> <li>• CVs available</li> <li>• Depth of excavations on site</li> <li>• Shoring in use</li> <li>• Registers in line with open excavations noted at site inspection</li> </ul>					
20.	CR 13(f) GSR 13A	<b>Ladders:</b> <ul style="list-style-type: none"> <li>• Competent person appointed</li> <li>• Registers kept</li> <li>• Registers for ladders noted on site</li> </ul>					
21.	CR 16(1)	<b>Scaffolding: SANS 10085</b>					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> <li>• Competent Erector(s) and Inspector appointed</li> <li>• Proof of Competency provided</li> <li>• Registers in place</li> </ul>					
22.	CR 23	<b>Construction Vehicles:</b> <ul style="list-style-type: none"> <li>• Appointment of competent operators</li> <li>• Plant Management:</li> <li>• Registers on file noting daily inspections</li> <li>• Plant and machine lists available</li> <li>• Inadequacies noted on site</li> <li>• Transportation of workers</li> <li>• Registers for sample of vehicles noted on site</li> </ul>					
23.	CR 24	<b>Temporary Electrical Installations and Machinery</b> <ul style="list-style-type: none"> <li>• Competent Person appointed</li> <li>• Proof of Competency provided</li> <li>• Updated weekly installation inspection registers in place</li> <li>• Updated daily inspection registers in place</li> </ul>					
24.	CR 25	<b>Flammable Liquids:</b> <ul style="list-style-type: none"> <li>• Competent Person appointed for inspections</li> <li>• Proof of Competency provided</li> <li>• Inspection registers in place</li> </ul>					



ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
25.	CR 27, ER 6 GSR 8	<b>Housekeeping, Stacking &amp; Storage Supervisor:</b> <ul style="list-style-type: none"> <li>• Appointed per work area</li> <li>• Proof of Competency provided</li> <li>• Include site conditions</li> <li>• Spoil areas</li> <li>• Register available per area</li> </ul>					
26.	GSR 2	<b>PPE:</b> <ul style="list-style-type: none"> <li>• included in Risk Assessment</li> <li>• PPE used and enforced</li> <li>• Records of Issue kept</li> <li>• Training to use (Induction)</li> <li>• Registers for condition checks</li> </ul>					
27.	RHCSs CR 7; 23 GSR 4	<b>Hazardous Chemical Use and Storage</b> <ul style="list-style-type: none"> <li>• Competent Person/s appointed</li> <li>• Proof of Competency provided</li> <li>• Risk Assessments include use of HCSs</li> <li>• Register of HCS kept/used on Site</li> <li>• Flammable Store</li> <li>• Bulk diesel storage</li> <li>• Material Safety Data Sheets on file and utilised</li> <li>• Other</li> </ul>					
28.	GSR 3	<b>Emergency management:</b> <ul style="list-style-type: none"> <li>• First aiders available through project</li> </ul>					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> <li>• Level 1</li> <li>• First aid boxes through site</li> <li>• Evacuation procedures</li> <li>• Registers available (noted on site)</li> </ul>					
29.	GAR	<b>Incident Management:</b> <ul style="list-style-type: none"> <li>• Emergency co-ordinator appointed</li> <li>• Proof of Competency provided</li> <li>• Emergency plan appropriate</li> <li>• Emergency level included in Risk Assessments</li> <li>• Workers trained</li> <li>• Incident reports available and complete</li> </ul>					
30.	CR 1 (g), 7(8)	<b>Medical Surveillance Programme</b> <ul style="list-style-type: none"> <li>• All employee records</li> </ul>					
31.	CR 30/ FRs	<b>Welfare Facilities:</b> <ul style="list-style-type: none"> <li>• Toilets available where crews are working/clean</li> <li>• Clean potable water available</li> <li>• Adequate eating facilities</li> </ul>					
32.	SANS 1921-6	<b>HIV AND AIDS PROGRAMME</b> <ul style="list-style-type: none"> <li>• HIV and AIDS Policy and plan available</li> <li>• Condoms available</li> <li>• Peer review programme available</li> <li>• Ongoing training of workers</li> </ul>					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
29.		Other					

RESPONSIBILITY	SIGNATURE	DATE
<b>H&amp;S AGENT SIGNATURE:</b>		
<b>PC SIGNATURE:</b>		
<b>DESIGNER SIGNATURE:</b>		
<b>CLIENT SIGNATURE:</b>		

## ANNEXURE B

### CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
  - List of Contractors
  - All employees employed on a permanent or contractual basis over the duration of the contract
  - Letters of Approval of Contractors
  - Mandatary Agreements
  - Letters of Good Standing
  - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc)
- q) All operating manuals for any systems that require ongoing maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

### Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

## ANNEXURE C

### NON-CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION NON-CONFORMANCE NO		
<b>AGENT:</b>	<b>PROJECT:</b>	
<b>Consultant:</b>	<b>Date and time:</b>	
<b>Client</b>	<b>Area:</b>	
<b>Contractor:</b>		
<b>ASPECTS NOTED:</b>	<b>COMMENTS:</b>	<b>COMPLETION REQUIRED BY (DATE):</b>
	•	
	•	
	•	
	•	
	•	
<b>PHOTOGRAPHIC EVIDENCE (if available):</b>		
<b>OTHER:</b>		
The following penalties are to be applied:		
<b>Signature of Designer</b>		
<b>Signature of H&amp;S Officer/Site Agent</b>		
<b>Signature: of H&amp;S Agent</b>		

## ANNEXURE D:

### CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT

(To be submitted by the end of the first week of each month and be available with each audit)

	CONTRACT NUMBER:	PROJECT NAME:	CONTRACT DETAILS:
1	<b>GENERAL ACTIVITIES FOR THE MONTH</b>  (detail each area of work)		
2	<b>NUMBER OF WORKERS (permanent and local, contractors)</b>		
3	<b>TRAINING DONE</b> (supplier, no of people, type)		
4	<b>INCIDENTS / ACCIDENT</b> (list number and details, attach reports)		
6	<b>NON-CONFORMANCES</b> (closed out or active)		
7	<b>CONTRACTORS (list, approval status)</b>		
8	<b>AUDITS COMPLETED (internal and external)</b>		
9	<b>CRITICAL ISSUES</b>		

<b>10</b>	<b>GENERAL</b>	

**H&S Officer** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Site Agent** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_



**ANNEXURE E  
RISK ASSESSMENT FORMAT**

<b>ACTIVITY</b>		<b>RA No.</b>		<b>Rev No.</b>	
<b>CONTRACT</b>		<b>DATE WRITTEN</b>		<b>REVIEW DATE</b>	
	<b>WRITTEN BY</b>		<b>REVIEWED BY</b>		<b>APPROVED BY</b>
<b>NAME</b>					
<b>SIGNATURE</b>					

RISK REF	ACTIVITY	POTENTIAL HAZARD	RISK	S	H	E	RISK EVALUATION	PURE RISK	CONTROLS MITIGATION	EFFECTIVENESS OF CONTROLS	RESIDUAL RISK	RESIDUAL RISK RANKING
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Severity Criteria				Frequency Criteria			Exposure Criteria			
Weight No	Hazard Description	Environment	Safety/Health	Weight No	Hazard Description	Frequency	Weight No	Hazard Description	Environmental Exposure	Safety/Health Exposure
16	Catastrophic	Irreversible ecological damage	Multiple fatalities due to injury or occupational disease	1	Rare	Less than once every 2 years	1	Minimal	Incident site	A few of the workforce minimal time
8	Major	Reversible ecological damage with potential long term impact	Fatality or number of disabilities/disabling diseases	2	Infrequent	Every 1-5 years	2	Restricted	Localised	A few of the workforce, some of the time/some of the workforce minimal time
4	Moderate	Ecological disturbance, can be rehabilitated	Disabling injury or occupational illness	3	Frequent	Multiple times per year	3	Local	Construction Site Wide	Some of the workforce, some of the time
2	Minor	Short-term ecological impact. Requires intervention	Minor injuries or exposure requiring medical attention	4	Often	Monthly	4	Widespread	Immediate neighbours	Most of the workforce, some of the time/some of the workforce most of the time
1	Insignificant	Low impact, natural rehabilitation	First Aid treatment required	5	Consistent	Weekly/Daily	5	Extensive	Community exposure	Most of the workforce, most of the time

**SW 105**

C3

**ANNEXURE F:****TYPICAL BILL OF QUANTITIES FOR OCCUPATIONAL HEALTH AND SAFETY**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
C.01	Preparation of the Contractor's site specific Health and Safety Plan	lump sum			
C.02	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	lump sum			
C.03	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month			
C.04	Provision of Personal Protective Equipment (PPE)				
	(a) Reflective vests	No			
	(b) Hard hats	No			
	(c) Protective foot wear	No			
	(d) Earplugs	No			
	(e) Dust masks	No			
	(f) Gloves				
	(h) Ear Defenders SABS approved	No			
C.05	Provision of a full time Construction Health and Safety Officer	month			
C.06	Cost of medical certificates and medical surveillance				

SW 106

C3

	(a) Initial (baseline) medical examinations	prime cost (PC) sum			
	(b) Periodic and exit examinations	prime cost (PC) sum			
	(c) Contractor's charges to allow for handling costs and profit in respect of sub items 13/X.06 (a) and (b)	%			
C.07	Induction training	No			
C.08	Provision of First Aid Boxes to GSR requirements	No			
C.09	Noise monitoring				
	(a) Establishment of noise zones (plant)	No			
	(b) Audiograms (personnel)	No			
C.10	Submission of a Health and Safety File	lump sum			

**ANNEXURE G****HARRY GWALA DISTRICT MUNICIPALITY****HEALTH AND SAFETY (H&S) PRE-TENDER REPORT**

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The following requirements were set in the tender documentation and have been utilized to assess the completeness of the documentation presented with the submission of tenders. These requirements fulfil the requirements of the Client in terms of the Construction Regulations, Regulation 5(1)(h). They are to be read in addition to the Act and Regulations but are not a substitute for them.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

The following scores have been used to determine compliance with the pre-tender requirements:  
Scoring as follows:

**Not supplied or not adequate**                    **0**  
**Supplied and complete**                         **1**

If the tenderer has not completed any projects, then Items 4 and 5 need not be supplied. A letter to this effect must be attached.

***Tenderers are required to achieve a minimum of 10 out of a total of 17 for their tenders to be considered.***

<b>Legal or Specification Reference</b>	<b>Pre-Tender Requirement H&amp;S</b>	<b>Tenderers Response</b>	<b>Max Score</b>	<b>Actual Score</b>
Construction Regulations (CRs) 7(1)	1. A project specific H&S Plan in line with this project specification which will support the CRs, therefore the information submitted needs to be complete and as close as possible to the final product. See check sheet		<b>1</b>	
CRs 5(1)(g)	2. Adequate pricing for H&S is also required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.		<b>1</b>	
CRs 5(1)(h)	3. A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;		<b>1</b>	
	4. At least one copy of minutes of previous Occupational Health and Safety Committee meetings;		<b>1</b>	

**SW 108**

	5. Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer		1	
CRs 9(1)(b)	6. Detailed technical method statements for approval by the ER and for approval by the H&S Agent:  a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layouts		1 1 1 1	
CRs 9(1)	7. Appropriate risk assessments:  a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layout		1 1 1 1	
CR 9(1)	8. Appropriate safe work procedures a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layouts		1 1 1 1	
	<b>FINAL SCORE</b>		<b>17</b>	

**ANNEXURE H****TENDER STAGE OHS PLAN EVALUATION**

Tenderers will be scored on their response to various facets of the Health and Safety Specification in the Tender Document. Failure to achieve a score of 60 % will render the tender non-responsive				
Proof of the evaluation must be given under the remarks column				
1	<b>General</b>	Is the Specification Project Specific? If not then score is 0.		
	<b>Scoring</b>	Response present and satisfactory	1	
		Not present	0	
<b>OHS Act/regulation</b>	<b>Specification Section</b>	<b>Description</b>	<b>Max Score</b>	<b>Score</b>
8(1)	6.1.4	Construction supervisor	1	
8(6)	6.1.5	Construction Health and Safety Officer	1	
	7.1	Health Risks and Medical Surveillance		
NIHLR	7.2	Noise Risks	1	
	7.3	Emergency Procedures		
GSR 3	7.4	First Aiders and First Aid Equipment	1	
CR 27	7.5	Fires and Emergency Management	1	
GAR 8	7.6	Incident Management and Compensation Claims	1	
GSR 2	7.7	Personal Protective Equipment (PPE) and clothing	1	
GSR 2B	7.8	Occupational Health and Safety Signage	1	
CR 7 (5)(6)	7.9	Induction of Employees and Visitors, General H&S Training	1	
CR 23	7.10	Management of plant and equipment	1	
CR13	7.11	Excavations	1	
CR 10	7.12	Working at Heights	1	
CR 8	7.12	Fall protection plan	1	
CR 22	7.13	Cranes and lifting equipment	1	
CR 12	7.15	Temporary works	1	
CR5(1)(0)	7.18	Auditing	1	
DMR/GMR	7.19	Mechanical installations	1	
OHS 8(2)(j)	7.20	Communication on Site	1	
CR 30	7.21	Care of Workers on Site (Welfare)	1	
	Additional requirements			
	6.1.3	Declaration of competency	1	
Cr 9 (1)		Method statements (SWPs)		
		a) Site Establishment	1	
CR5(1)(g)		Has pricing for OHS been allowed for?	1	
		<b>TOTAL SCORE</b>	22	
		<b>TOTAL PERCENTAGE</b>		

If a section is not applicable then it must be deleted from the score sheet and the total score reduced.

**ANNEXURE I****AGREEMENT IN TERMS SECTION 37.2 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)**

THIS AGREEMENT is made at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between HARRY GWALA DISTRICT MUNICIPALITY (*hereinafter called "the Client"*) of the one part, herein represented by \_\_\_\_\_ in his capacity as \_\_\_\_\_ and delegate of the Client in terms of the Client's standard powers of delegation.

and

\_\_\_\_\_ (*hereinafter called "the Mandatary"*) of the other part, herein represented by

\_\_\_\_\_ in his capacity as \_\_\_\_\_

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Client is desirous that certain works be constructed, viz **CONTRACT NO.** \_\_\_\_\_, and has accepted a tender by the Mandatary for the construction, completion & maintenance of such works and whereas the Client and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1 The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract;
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined in terms of the Form of Offer and Acceptance, or other date decided upon, in the Contract Data, to either;
  - a) The date of the final certificate issued or as contained in this Volume \_\_\_\_\_ of the contract documents pertaining to this Contract, or
  - b) The date of termination of the Contract;
- 3 The Mandatary declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 8: General duties of clients to their employees;
    - ii. Section 9: General duties of clients and self-employed persons to persons other than employees;
    - iii. Section 10: General duties of manufacturers and others regarding articles and substances for use at work;
    - iv. Section 37: Acts or omissions by employees or Mandatories, and
    - v. Sub-section 37(2) relating to the purpose and meaning of this Agreement.

**SW 112**

C3



- b) The Contractor shall ensure that he familiarises himself with the requirements of the Clients health and safety specification developed for the project, and that he, his employees and any other Contractors employed during the project comply with them. The Contractor shall ensure that all health and safety documentation required as part of the health and safety plan is maintained for the duration of the project.
- 4 In addition to the requirements of conditions of contract (as amended by the Contract Data of the contract documents pertaining to this Contract), the Mandatary agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his Contractors, whether or not selected and/or approved by the Client.
6. The Mandatary warrants that all his own and his Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 as amended, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Client upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective clients will at all times comply with the following conditions:
- a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Client. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Client.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Client. The Client must further be provided with copies of all written documentation relating to any incident.
  - c) The Client hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his Contractors.
  - d) The Mandatary shall conduct such risk assessments, method statements and safe work practices as may be necessary during the course of the contract and shall ensure that all staff are informed of these. Proof of this shall be placed in the project Health and Safety file.
  - e) Adherence to the Contractor's Health and Safety plan must be enforced including the application of penalties for non-conformance as set out in the Client's Health and Safety Specification.

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

**SIGNED FOR AND ON BEHALF OF THE CLIENT:** - \_\_\_\_\_

**WITNESS SIGNED:** - 1. \_\_\_\_\_ 2. \_\_\_\_\_

**NAME (IN CAPITALS) 1.** \_\_\_\_\_ **2.** \_\_\_\_\_

**SIGNED FOR AND ON BEHALF OF THE MANDATARY:** - \_\_\_\_\_

**WITNESS SIGNED:** -1. \_\_\_\_\_ 2. \_\_\_\_\_

**NAME (IN CAPITALS) 1.** \_\_\_\_\_ **2.** \_\_\_\_\_

<b>C4: SITE INFORMATION</b>
-----------------------------

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
C4.1: Geotechnical .....	C4.3
C4.2: Atmospheric/Climatic.....	C4.3
C4.3: Environmental .....	C4.4
C4.4: Drawing .....	C4.5

## C4.1 GEOTECHNICAL

Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract.

No responsibility is accepted for any conclusions drawn by Tenderers from the results and information supplied (if any) and Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract. Tenderers are at liberty to excavate any further trial holes or to carry out other investigations to satisfy themselves as to the nature of the ground that will be encountered in carrying out the Works, provided that they advise the Engineer of their intention to carry out such further trial hole excavations or other investigations so that the necessary safety requirements can be ensured. Any trial hole excavated in areas close to pedestrian or vehicular traffic shall be barricaded and shall be backfilled immediately after inspection of the soil conditions.

The Tenderer shall be fully liable for any claims for losses, damage or injuries whatsoever arising out of, or as a consequence of, carrying out trial hole excavations for the purpose of his tender. Furthermore, the Engineer's authority for the carrying out of any exploratory excavations is subject to the Tenderer indemnifying the Employer and the Engineer against any such claims.

## C4.2 ATMOSPHERIC / CLIMATIC

Extension of time will be considered for abnormal rainfall. The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table C4.2.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table C4.2.1, will qualify for consideration of extension of time.

Table C4.2.1: Expected Number of Working Days Lost per Month due to Normal Rainfall

Month	Expected number of working days lost as result of normal rainfall - "n"
January	5
February	5
March	4
April	1
May	1
June	1
July	1
August	1
September	2
October	3
November	4
December	5
<b>TOTAL</b>	<b>33 days</b>

*(The number of working days lost for December and January exclude the rain days for the annual year end shut down period as recommended by SAFCEC.*

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if rain on site exceeded 10 mm over 24 hours.
- if no work was possible on the relevant working day on any item which is on the critical path according

to the latest approved construction programme; or

- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table C4.2.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions, for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

### **C4.3 ENVIRONMENTAL**

The Contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist.

#### **C4.4 DRAWINGS**

### **DRAWINGS ARE PROVIDED ON A SEPARATE BOOKLET FORMING PART OF THIS DOCUMENT**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

The drawings listed in the table overleaf have been bound into the document.

Tenderers are to ensure that they receive a complete set of the tender drawings and must immediately inform the Engineer of any drawings that are missing so that further copies can be issued.

**UNIVERSAL RURAL SANITATION COVERAGE**

**CONTRACT N° HGDM658/HGDM/2019**

**PANEL OF SERVICE PROVIDERS (THREE) TO SUPPLY AND DELIVER VIP TOP AND BOTTOM STRUCTURES ON AS & WHEN REQUIRED WITHOUT ANY COMMITMENT TO A QUANTUM OF WORK ORDERED FOR A PERIOD OF 36 MONTHS.**

**PART C5: DRAWINGS**

**INDEX**

**PART C5: DRAWINGS.....D2**

**PART C5: DRAWINGS**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

DRAWING DETAILS		TITLE
Element of Contract	Drawing N°	Description
	IP 000 -T-001	STRUCTURAL DETAILS - TENDER
	001	VIP - STRUCTURAL DETAILS