

## **UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES**

**TENDER NUMBER: COM 44/2023**

<b>TENDERER:</b>	
------------------	--

**CLOSING DATE: 5 JULY 2023      AT 11:00AM**

**CSD REG NUMBER: MAAA.....**

CLIENT	ENGINEER
<b>City of Mbombela</b>  PO Box 45 Mbombela 1200  Tel: 013-759 2358 Fax: 013-753 4444	<b>Jamela Consulting Engineering &amp; Project Management</b> 16A Alie van Bergen Street, White River, 1240  Telephone: 013 750 0620 Fax:            013 751 1980

## UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

### **SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

CLOSING DATE : \_\_\_\_\_

TENDERED AMOUNT : \_\_\_\_\_

Signed by authorised representative of the TENDERER: \_\_\_\_\_

DATE: \_\_\_\_\_

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

## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

## 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

## 2. STANDARDS APPLICABLE TO THIS DOCUMENT

**Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:**

- |    |                              |  |
|----|------------------------------|--|
| 1. | CIDB                         | <b><i>CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.</i></b>  |
| 2. | SANS 10845-1                 | <i>Processes, methods and procedures.</i>  |
| 3. | SANS 10845-2                 | <i>Formatting and compilation of procurement documentation.</i>  |
| 4. | SANS 10845-3                 | <i>Standard conditions of tender.</i>  |
| 5. | GCC                          | <i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.</i> |
| 6. | COLTO                        | <i>Standard Specifications for Road and Bridge Works for State Road Authorities (1998)</i>   |
| 7. | This Document, as presented. |  |

## CONTENTS

	<b><u>PAGE</u></b>
COVER PAGE	
Bid Summary for Tender Opening Purposes	i
Important Information	ii
Contents	iii

## THE TENDER

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>PAGE</u></b>
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>		
T 1.1	Tender Notice and Invitation to Tender	(white)	T1.1-1 to T1.1-1
T 1.2	Tender Data	(pink)	T1.2-1 to T1.2-9
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	(yellow)	T2.1-1 to T2.1-65
	(See List of Documents)		

## THE CONTRACT

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>PAGE</u></b>
<b>PART C1</b>	<b>AGREEMENT and CONTRACT DATA</b>		
C 1.1	Form of Offer	(pink)	C1.1-1 to C1.1-1
C 1.2	Form of Acceptance	(pink)	C1.2-1 to C1.2-1
C 1.3	Schedule of Deviations	(pink)	C1.3-1 to C1.3-1
C 1.4	Contract Data	(yellow)	C1.4-1 to C1.4-6
C 1.5	Performance Guarantee	(yellow)	C1.5-1 to C1.5-4
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.6-1 to C1.6-3
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.7-1 to C1.7-2
<b>PART C2</b>	<b>PRICING DATA</b>		
C 2.1	Pricing Instructions	(yellow)	C2.1-1 to C2.1-3
C 2.2	Bill of Quantities	(yellow)	C2.2-2 to C2.2-

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>PAGE</u></b>
<b>PART C3</b>	<b>SCOPE of WORK</b>		
C 3.1	Description of Works	(blue)	C3.1-1 to C3.1-2
C 3.2	Engineering	(blue)	C3.2-1 to C3.2-2
C 3.3	Procurement	(blue)	C3.3-1 to C3.3-1
C 3.4	Construction	(blue)	C3.4-1 to C3.4-36
C 3.5	Management	(blue)	C3.5-1 to C3.5-5
C 3.6	Health and Safety	(blue)	C3.6-1 to C6.6-2
<b>PART C4</b>	<b>SITE INFORMATION</b>		
C 4.1	Site Information	(green)	C4.1-1 to C4.1-4
<b>ANNEXURES</b>			
Appendix A	Occupational Health and Safety Regulations	(white)	A1 to A15
Appendix B	Drawings for Tender Purposes	(white)	

**PART T1: TENDERING PROCEDURES**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 1.1	Tender Notice and Invitation to Tender	9
T 1.2	Tender Data	10

**PART T2: RETURNABLE DOCUMENTS**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 2	Returnable Documents	15

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

## **PART T1 TENDERING PROCEDURES**

T1.1	TENDER NOTICE AND INVITATION TO TENDER .....	T1.1-1
T1.2	TENDER DATA .....	T1.2-1



## T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES.

Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM44/2023	UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES	8 CE	9 JUNE 2023 AT 12:00 AM, UMJINDI SOLID WASTE DISPOSAL SITE, GPS COORDINATES:  25° 45' 43.95"S 31° 2' 15.10"E	5 JULY 2023 AT 11:00

It is compulsory that service providers download a copy of the bid document that will **ONLY** be available as from 1 June 2023 on the municipal website: [www.mbombela.gov.za](http://www.mbombela.gov.za) on the tenders and notices folder and National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za), free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S MUNICIPAL RATES AND TAXES CERTIFICATE FOR BOTH THE BUSINESS AND DIRECTORS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: **"BID NO.:COM44/2023, UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES, CLOSING DATE: 5 JULY 2023"** with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date

**Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.**

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 90 points will be allocated in respect of price and 10 points in respect of **Targeted Goals**.

Procurement Enquiries	:	Christopher Nkambule	(013) 759 2358
Technical Enquires	:	Sandile Ncongwane	(013) 759 9035
Employer	:	City Manager,	Mr. Wiseman Khumalo
		City of Mbombela	
		P. O. Box 45	
		1200	
		Mbombela	

VISIT OUR WEBSITE –

[www.mbombela.gov.za](http://www.mbombela.gov.za)

*NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.*

## **T1.2 TENDER DATA**

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

<b>Clause Number</b>	<b>Data</b>
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	<p>The Employer is: <b>City of Mbombela, 1 Nel Street, Mbombela, 1200</b></p>
	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p>Part T1            Tendering Procedures</p> <p>Part T1.1        Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2        Tender Data (pink)</p> <p>Part T1.3        Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2           Returnable Documents</p> <p>Part T2.1        List of Returnable Documents (yellow)</p> <p>Part T2.2        Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3        Returnable Schedules II (yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1           Agreement and Contract Data</b></p> <p>C1.1    Form of Offer and Acceptance (pink)</p> <p>C1.2    Contract Data (yellow)</p> <p>C1.3    Form of Guarantee (white)</p> <p>C1.4    Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5    Authority for Signatory in Terms of OH&amp;S Act, 1993 (white)</p> <p><b>Part C2           Pricing Data</b></p> <p>C2.1    Pricing Assumptions (yellow)</p> <p>C2.2    Bill of Quantities and Information Sheets (yellow)</p>

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

3.2	<p><b>Part C3 Scope of Works</b>  C3.1 Scope of Works (blue)  C3.2 Engineering (blue)  C3.3 Procurement (blue)  C3.4 Construction (blue)  C3.5 Management (blue)  C3.6 Health and Safety (blue)</p> <p><b>Part C4 Site Information</b>  C4 Site Information (green)</p> <p><b>Appendices</b>  Annexure A Health and Safety Specification (white)  Annexure B Drawings for Tender Purposes (white)</p>										
3.4	<p>The Employer's Agent is:  Name: Jamela Consulting Engineering &amp; Project Management  Address: 16A Alie van Bergen Street  White River 1240  Tel: 013 750 0620  E-mail: <a href="mailto:yemi@jamela.co.za">yemi@jamela.co.za</a></p>										
3.5	The language for communications is English.										
3.6	The competitive negotiation procedure shall not be applied.										
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for an 8CE or higher of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>CE 5</td><td>R10m</td></tr> <tr> <td>CE 6</td><td>R20m</td></tr> <tr> <td>CE 7</td><td>R60m</td></tr> <tr> <td>CE 8</td><td>R200m</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB;</li> <li>(2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>8 CE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	CE 5	R10m	CE 6	R20m	CE 7	R60m	CE 8	R200m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
CE 5	R10m										
CE 6	R20m										
CE 7	R60m										
CE 8	R200m										

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.6	<p><b>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</b></p> <p><b>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</b></p>
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. <b>The City will not take responsibility for incorrect information provided by the bidder on the attendance register.</b></p>
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrate the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

4.12	<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 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. Pricing Data must reflect all 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 full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender 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>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: Tender COM44/2023, UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES. Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	<b>The tender offer validity period is 120 days.</b>
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender;</p> <p>b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this Procurement document.

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue an addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> <li>d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>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 unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>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 be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>

5.10	<p><b>List of disqualifying factors of this tender are as follows:</b></p> <p>A bid not complying with the requirements stated hereunder will be regarded as “Non-Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> <li>• Submit company registration certificate</li> <li>• Submit Tax Compliance Status issued by SARS</li> <li>• Full CSD report <b>NOT</b> older than <b>30 days</b> from the closing date, Summary report will <b>NOT</b> be considered</li> <li>• Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate and combined CIDB grading.</li> <li>• Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole</li> <li>• Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will result in disqualification.</li> <li>• Submit copy of an active CIDB contractor grading designation of 8 CE or higher. For JV, a combined CIDB grading is required.</li> <li>• Tenderer, including JV partners must provide valid copies of current municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.</li> <li>• Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. Must also be in line with the required CIDB Grading.</li> <li>• Letter of Intent for Public Liability Insurance for 10% of the value of contract sum. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter.</li> <li>• Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number.</li> <li>• All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted</li> <li>• Fully completed and signed where applicable in the Returnable Schedules.</li> <li>• Failure to apply instructions contained in addenda that may be issued.</li> <li>• Submissions from bidders who did not attend a compulsory briefing session will not be acceptable.</li> <li>• Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorised signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.</li> </ul>
5.11	<p>The procedure for the evaluation of responsive tenders is Method 2: Financial offer, quality and preferences.</p> <p>Method 2 Financial offer, quality and preferences is scored as follows:</p> <ol style="list-style-type: none"> <li>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</li> <li>b) Calculate the total number of tender evaluation points (TEV) in accordance with the</li> </ol>

	following formula: $T_{EV} = N_{FO} + N_P + N_Q$
--	--



5.11.5	<p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"><li>do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or</li><li>failed to complete the tender document comprehensively with all the required information.</li></ul>												
5.11.7	<p>The financial offer will be scored using the following formula: <math>N_{FO} = W_1 \times A</math></p> <p>Where:</p> <p><math>N_{FO}</math> = the number of evaluation points awarded for the financial offer <math>W_1</math></p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p><math>A</math> = the number calculated using Formula 2 (Option 1) Table</p> <p>1: Formulae for calculating the value of <math>A_a</math></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = (1 + \frac{(P - P_m)}{P_m})</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td><math>A = (1 - \frac{(P - P_m)}{P_m})</math></td><td><math>A = P_m / P</math></td></tr></table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favorable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

Scoring preferences.

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who submit Responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential

Points awarded will be according to a tenderer's specific goals summarized in the table below:

Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
1.	100% Black owned enterprises within the definition of the HDI		1
2.	At least 30% women owned enterprises		1
3.	At least 30% youth owned enterprises		1
4.	At least 30% enterprises people living with disabilities		1
5.	Enterprises regarded as EMEs located within the City of Mbombela		1
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)		1
7.	Corporate Social Investment (CSI) Plan. (see notes below)		3
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)		1
Total			10

Eligibility for preference points will be determined as follows:

☐ Compliance with any other information requested to be attached to Returnable Schedule Form D.

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

Description of quality criteria	Maximum number of points
Plant and equipment	15
Key Personnel	25
Company Experience	50
Financial References	10
<b>Total evaluation points for quality (Ms)</b>	<b>100</b>

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

5.11.9

i). Plant and Equipment (Maximum 15 points)

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

ii). Key Personnel (Maximum 25 points)

Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.

iii). Solid Waste Disposal Site Construction Experience (Maximum 50 points)

Details of solid waste disposal site projects (and / or general civil works (roads, water, sewer, etc.) & general building works) and supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.

iv). Financial References (Maximum 10 points)

Details of financial references are to be entered in Form S of the Returnable Schedules.

5.13	<p><b>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>). CSD is compulsory for any company to bid. <b>The full report should be submitted, not the summary.</b></li> <li>the tenderer is in good standing with SARS according to the Central Supplier Database.</li> <li>the tenderer submits an <b>original</b> letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Form S of this procurement document.</li> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>the tenderer or any of its directors/shareholders 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>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;</li> </ul> </li> <li>the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>No Tippex has been used on the bid document.</li> <li>The tenderer has not used an erasable pen and completed the bid document with a pencil.</li> </ul>
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

**NOTES / CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.**

**Preamble**

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

<p>3.</p>	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <a href="#">notary public</a> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="734 702 1485 997" data-label="Text"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank) .....ex officio: RSA</p> <p>Date: ..... Place .....</p> <p>Business Address:</p> <p>.....</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
<p>4.</p>	<p>Central Supplier Database (CSD) Full report, (Summary report will <b>NOT</b> be acceptable). <b>N/B CSD Report date should not be more than 30 days before Bid closing date.</b></p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?</p>	

5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	<p>Has the bidder attached a valid (not expired) TCS?</p> <p>The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated</p>	
----	----------------------------	--	---	--

			above (See MFMA Circular No: 90).	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs <b>MUST</b> submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium &amp; large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months</p>	



			and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and losses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90</p>	

	the MSCM Regulations.	<p>facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>	days (3 months)?	
10.	<p><b><u>Forging of documents/certificates</u></b></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: "<i>any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, <b>forgery</b> or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official</i>".</p> <p>Section 34(2) of the same Act stipulates that: "<i>subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence</i>".</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the</p>	

	12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years ( <b>see section 28 of this Act</b> ).		BEC / BAC should detail all the elements of alleged fraud and forged documents.	
11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: <ul style="list-style-type: none"> <li>- It compiles its financial statement internally and its public interest score is less than 100.</li> <li>- It has its financial statements compiled independently and its public interest score is between 100 and 349.</li> <li>- the public interest score is 350 points or more, is required for an audit to be conducted.</li> </ul>	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	

		<p>have its annual financial statements audited or independently reviewed.</p> <p>NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>		
14.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE?</p> <p>Has the bidders been scored in line with the evaluation criteria set on the tender document?</p> <p>All portfolio of evidence attached and certified as stated on the bid document?</p>	
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	<p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p>	<p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p>	

**PART T2    RETURNABLE DOCUMENTS**

**PART T2: RETURNABLE DOCUMENTS**

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

**Returnable Schedules required for Tender evaluation purposes**

<b>COMPULSORY TENDER DOCUMENTS</b>	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
<b>RETURNABLE FOR QUALITY CRITERIA</b>	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS
<b>CERTIFICATE FOR TENDER COMPLIANCE</b>	
FORM W	SCHEDULE OF TENDER COMPLIANCE

## **COMPULSORY TENDER DOCUMENTS**

**FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I, .....  
representative of (tenderer) .....  
of (address) .....  
.....  
.....  
telephone number .....  
fax number .....  
e-mail .....  
attended the clarification meeting on (date) .....

Signature of Representative: \_\_\_\_\_

Signature of Project Manager: \_\_\_\_\_



FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS(SIPDM)

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

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

**FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES<sup>(SIPDM)</sup>**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

**(a) AMENDMENTS**

Page, Clause or Item No	Proposed Amendment

*Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.*

*(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.*

**(This is not an invitation for alternatives** but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

**(b) ALTERNATIVES**

Proposed Alternative	Description of Alternative

*Note: (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.*

Signed \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Position \_\_\_\_\_

**FORM D: PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	1	
2.	At least 30% women owned enterprises	1	
3.	At least 30% youth owned enterprises	1	
4.	At least 30% enterprises people living with disabilities	1	
5.	Enterprises regarded as EMEs located within the City of Mbombela	1	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	1	
7	Corporate Social Investment (CSI) Plan. (see notes below)	3	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	1	
	<b>TOTAL</b>	<b>10</b>	

**The City will utilize the CSD report for the above-mentioned information**

### Corporate Social Investment (CSI)

**NB:** The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

#### 4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
  - ☐ Generic code of good practice
  - ☐ Other – specify .....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

Name of witness ..... Signature of witness .....

#### Note:

- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)



**FORM E: COMPULSORY DECLARATION (SIPDM) (GBD 4)**

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

**Section 1: Enterprise Details**

**Name of Enterprise**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.**

--	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number</b>	<i>State Not registered if Not Registered for VAT</i>

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

\*insert separate page if necessary

### Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| a) a member of any municipal council                                     | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| b) a member of any provincial legislature                                | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity   | <input type="checkbox"/> |
| c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> |   |                          |
| 1. a member of the board of directors of any municipal entity            | <input type="checkbox"/> |   |                          |
| 2. an official of any municipality or municipal entity                   | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature  | <input type="checkbox"/> |

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

Name of principal	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 8: Record of family member in the service of the state

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| d) a member of any municipal council                                     | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| e) a member of any provincial legislature                                | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity   | <input type="checkbox"/> |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> |   |                          |
| 3. a member of the board of directors of any municipal entity            | <input type="checkbox"/> |   |                          |
| 4. an official of any municipality or municipal entity                   | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature  | <input type="checkbox"/> |

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

Name of principal	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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

#### Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has 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;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

**ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE**

- **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the IDs of the Directors Certified Shareholders Certificate

**OR**

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

**OR**

- **For Joint Venture Agreements**

- Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**OR**

- **For Partnership**

1. Certified Copies of the ID's of the partners

**OR**

- **One person Business / Sole trader**

2. Certified Copy of ID

**FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS**

(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

**Section 1: Enterprise Details / Name of enterprise:**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for Contractor's services:**

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

**Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT**

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise is not required by law to prepare annual financial statements for auditing.
- ☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / 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 (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐  % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is  %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

\*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE  
MUNICIPAL UTILITY CURRENT ACCOUNT**



**FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)**

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description) in response to the invitation for the tender made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) bidding with the intention not to win the tender.
- viii) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

Signature

---

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

**FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE**

Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS).

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES (MBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have;
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system;
  - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p><b>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p><b>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b></p> <p><b>for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p><b>Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER  
DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page  
(Full CSD required, not summary)***

FORM K: DECLARATION OF TENDERER’S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

**FORM L: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

.....

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

---

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on *(date)*

Mr.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on behalf of

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize..... Mr./Ms ..... , authorized signatory of the company..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED  
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

**FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS**

**Notes to tenderer:**

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialized work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
<div>_____</div> <div>_____</div> <div>( ) _____</div>		Previous value of work:
		Previous Experience:
<div>_____</div> <div>_____</div> <div>( ) _____</div>		Previous value of work:
		Previous Experience:

<div><div></div><div></div><div>( )</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>
<div><div></div><div></div><div>( )</div></div>		<div>Previous value of work:</div> <div>Previous Experience:</div>

<b>FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER</b>
--

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (Coid) (Act 130 of 1993) in Civil Engineering-Related Projects.

***Affix certified Proof of Good Standing with Compensation Commissioner to this page***

**FORM O: SCHEDULE OF CURRENT COMMITMENTS**

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

**FORM P: REGISTRATION WITH CIDB**

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

## **RETURNABLES FOR QUALITY CRITERIA**



**FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS**

**The Tenderer will receive a maximum of 50 points based on information provided in this schedule.**

The following is a statement of work on solid waste disposal facility and size recently successfully executed by myself  
/ ourselves:

- 1 Points will be given for projects completed of similar nature and size.
- 2 The tenderer scores **3 points** per project with a value of more than R10 million but less than R20 million, completed in the last 5 years.
- 3 The tenderer scores **7 points** per project with a value of more than R20 million but less than R30 million completed in the last 5 years.
- 4 The tenderer scores **10 points** per project with a value of more than R30 million completed in the last 5 years.
- 5 The tenderer may list only 5 projects of similar nature and size.
- 6 The maximum Quality points for each criterion are listed below.
- 7 Points for completion certificates attached will be given for similar projects.
- 8 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 9 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.
- 10 Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated.

NB: Similar project (Civil engineering projects (roads, water & sewer reticulation, mass earthworks, etc.) as well as building projects, as indicated below)

Appointment letter as well as Completion Certificate (signed by client, contractor and engineer) of Relevant Work (to be attached – zero points if any is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed
*Attach additional pages if more space is required		Total Points		

## FORM R: PLANT & EQUIPMENT

**The tenderer will receive a maximum of 15 points based on information provided in this schedule.**

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
  - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
  - No points will be allocated for hired plant as indicated in the Allocate points for hired plant column on the table below.
  - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted: Natis to be attached.
4. Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated

Description, size, capacity, etc.	Allocate Points if owned	Quantity Required	Quantity owned	Points Scored
Excavator (20 ton)	4.0	2		
Water Tanker (8000 Litre)	2.0	2		
Tipper Truck (10 m <sup>3</sup> or above)	4.0	4		
Motor grader (Cat 14H or Similar)	5.0	1		
<b>Total</b>	<b>15.0</b>			
Total Points Allocated				

\*Attached additional pages if more space is required.

**FORM S: FINANCIAL RESOURCES BANKING INFORMATION**

**FINANCIAL CAPACITY 10 POINTS**

Bank rating:    **A = 10 POINTS**

**B = 6 POINTS**

**C = 4 POINTS**

**NB: the bank rating must be based on the amount reflected on the form of offer. No points will be allocated on the rating below the tendered amount. The City reserves the right to verify the information with the Financial Service Provider. In case of a JV, Consortium or partnership only the details of the lead partner will be considered.**

**DETAILS OF TENDERERS BANKING INFORMATION**

***Notes to tenderer:***

- The tenderer shall attach to this form a letter of intent for 10% guarantee from a financial institution.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the lead partner.

<b>BANK NAME:</b>											
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>											
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc.)</i>											
<b>ACCOUNT NO:</b>											
<b>ADDRESS OF BANK:</b>											
<b>CONTACT PERSON:</b>											
<b>TEL. NO. OF BANK / CONTACT:</b>											
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

**FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT  
ABOVE R 10 MILLION (GBD5)**

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

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

**YES / NO**

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

.....  
.....

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

**YES / NO**

.....  
.....

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

.....  
.....

- 2.2 If yes, please provide particulars

.....  
.....

- 2.1 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

.....  
.....

- a. If yes, furnish particulars

.....  
.....

- 4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

**YES / NO**

- 4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is  
Signed

\_\_\_\_\_  
Name of Tenderer

<p style="text-align: center;"><b>FORM S: FINANCIAL RESOURCES</b> <b>DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE</b></p>
---

*The Tenderer must attach hereto an **Original Letter** from a financial institution with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

**A Pro forma follows herewith for the tenderer to use.**

**PRO-FORMA FOR A PERFORMANCE  
GUARANTEE PERFORMANCE  
GUARANTEE**

Employer

(Name and Address)

---

---

Contract No

---

Contract Title

---

WHEREAS

---

(hereinafter referred to as "the Employer") entered into, a Contract with:

(hereinafter called "the  
Contractor")

on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

for the construction of (Contract Title)

---

at

---

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

AND WHEREAS

(hereinafter referred to as the

WE

Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

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

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (in words)  
R \_\_\_\_\_ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

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

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHERE OF this guarantee has been executed by us at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

As witness:

1. \_\_\_\_\_ Signature \_\_\_\_\_  
2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of  
(Guarantor)

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

**The Tenderer will receive a maximum of 25 points based on information provided in this Schedule**

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. For all foreign qualifications must be accompanied by SAQA accreditation and certified proof of work permit.

### CONSTRUCTION PERSONNEL

#### i) Contract manager(5 Points)

Contract manager is required to have a minimum of NQF Level 7 in Civil engineering or equivalent; with either a professional registration with ECSA as a Professional Engineer (Pr.Eng) or a Professional Engineering Technologist (Pr.Tech.Eng) or Professional registration with SACPCMP as Construction Project Manager and a minimum of 10 years in civil engineering projects (roads, water & sewer reticulation, mass earthworks, etc.) as well as building projects, as indicated below:

EXPERIENCE IN CIVIL ENGINEERING-BASED CONSTRUCTION	10	11	12	13	14
POINTS	1	2	3	4	5

#### ii) Site Agent(10 Points)

Site Agent is required to have a minimum of N.D Civil engineering or equivalent to a NQF 6 qualification and a minimum of 10 years in civil engineering projects (roads, water & sewer reticulation, mass earthworks, etc.) as well as building projects, as indicated below:

EXPERIENCE IN CIVIL ENGINEERING-BASED CONSTRUCTION	10	11	12	13	14
POINTS	2	4	6	8	10



**iii) Site Foreman(5 points)**

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in civil engineering projects (roads, water & sewer reticulation, mass earthworks, etc.) as well as building projects of not less than seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

EXPERIENCE IN CIVIL ENGINEERING-BASED CONSTRUCTION	7	8	9	10
POINTS	2	3	4	5

**iv) Safety Officer(5 Points)**

Safety officer on permanent/contract basis, with a valid certificate issued by SACPCMP and with experience in civil engineering projects (roads, water & sewer reticulation, mass earthworks, etc.) as well as building projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

EXPERIENCE IN CIVIL ENGINEERING-BASED CONSTRUCTION	3	4	5
POINTS	2	3	5

Experience	Points
Provide detailed signed CVs and <b>certified</b> qualifications for all Key Personnel for each category Stated above. The organogram for all key personnel be attached.	<b>25</b>

**N.B Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result in zero points.**

**ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE**

**Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.**

**COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)**

		MAXIMUM POINTS TO BE ALLOCATE D	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	50		
Plant and Equipment:	Form R	15		
Key Personnel:	Form T	25		
Financial Reference:	Form S	10		
	<b>Sub- Total</b>	<b>100</b>		
	<b>TOTAL</b>	<b>100</b>		

**Note:**

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

**SUPPLY CHAIN POLICY USING 90/10 PREFERENCE POINT SYSTEM**

	MAXIMUM POINTS TO BE ALLOCATED
<b>Price</b>	<b>90</b>
<b>Specific Goals</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>

**FORM W: SCHEDULE OF TENDER COMPLIANCE**

**Note to tenderer:**

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS	
W	SCHEDULE OF TENDER COMPLIANCE	

**THE CONTRACT**

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

## **PART C1      AGREEMENT AND CONTRACT DATA**

<b>CONTENTS</b>	<b>PAGE(S)</b>
C1.1 FORM OF OFFER .....	C1.1-1
C1.2 FORM OF ACCEPTANCE .....	C1.2-1
C1.3 SCHEDULE OF DEVIATIONS .....	C1.3-1
C1.4 CONTRACT DATA .....	C1.4-1 to C1.4-6
C1.5 PERFORMANCE GUARANTEE .....	C1.5-1 to C1.5-4
C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.6-1 to C1.6-3
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.7-1 to C1.7-2

**C1.1 FORM OF OFFER**

**C1.2 FORM OF ACCEPTANCE**

**C1.3 SCHEDULE OF DEVIATIONS**

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

### C 1.1: FORM of OFFER

#### OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: BID NO:COM44/2023:**UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender returnables and, by submitting this offer, has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part 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 of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is \_\_\_\_\_**

\_\_\_\_\_ (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 terms of the conditions of the contract identified in the contract data.

#### for the TENDERER

Signature:

Name:

Capacity: \_\_\_\_\_

Witness:

Name:

Signature:

Date:

## C1.2: FORM of ACCEPTANCE

### 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 C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. 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.

#### for the EMPLOYER

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Capacity: \_\_\_\_\_

#### Witness:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**C1.3: SCHEDULE of DEVIATIONS**

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized 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 returnable 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: \_\_\_\_\_

**for the EMPLOYER**

Name:

Signature: \_\_\_\_\_

Date:

Capacity:

**Witness:**

Name:

Signature: \_\_\_\_\_

Date:

**C1.4      CONTRACT DATA**

<b>C1.4: CONTRACT DATA</b>
----------------------------

**CONDITIONS OF CONTRACT****PART 1: DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

**CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description														
1.1.1.13	The Defects Liability Period is <b>12 months</b>														
1.1.1.15	The Name of the Employer is the <b>City of Mbombela</b> .														
1.1.1.16	The Name of the Employer's Agent is <b>Jamela Consulting Engineering &amp; Project Management</b>														
1.1.1.26	The pricing strategy: <b>Re-Measurement Contract</b>														
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>1 Nel Street</b></td><td><b>PO Box 45</b></td></tr> <tr> <td><b>MBOMBELA</b></td><td><b>MBOMBELA</b></td></tr> <tr> <td><b>1200</b></td><td><b>1200</b></td></tr> <tr> <td>Telephone: <b>013 759 9035</b></td><td></td></tr> <tr> <td>Fax: <b>013 759 2070</b></td><td></td></tr> <tr> <td>E-mail: <a href="mailto:Sandile.Ncongwane@mbombela.gov.za">Sandile.Ncongwane@mbombela.gov.za</a></td><td></td></tr> </table>	Physical address:	Postal address:	<b>1 Nel Street</b>	<b>PO Box 45</b>	<b>MBOMBELA</b>	<b>MBOMBELA</b>	<b>1200</b>	<b>1200</b>	Telephone: <b>013 759 9035</b>		Fax: <b>013 759 2070</b>		E-mail: <a href="mailto:Sandile.Ncongwane@mbombela.gov.za">Sandile.Ncongwane@mbombela.gov.za</a>	
Physical address:	Postal address:														
<b>1 Nel Street</b>	<b>PO Box 45</b>														
<b>MBOMBELA</b>	<b>MBOMBELA</b>														
<b>1200</b>	<b>1200</b>														
Telephone: <b>013 759 9035</b>															
Fax: <b>013 759 2070</b>															
E-mail: <a href="mailto:Sandile.Ncongwane@mbombela.gov.za">Sandile.Ncongwane@mbombela.gov.za</a>															
1.2.1.2	<p>The address of the Employer's Agent is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td><b>16A Alie van Bergen Street</b></td><td><b>P.O. Box 419</b></td></tr> <tr> <td><b>White River</b></td><td><b>White River</b></td></tr> <tr> <td><b>1240</b></td><td><b>1240</b></td></tr> <tr> <td>Telephone: <b>013 750 0620</b></td><td></td></tr> <tr> <td>Fax: <b>013 751 1980</b></td><td></td></tr> <tr> <td>E-mail: <a href="mailto:yemi@jamela.co.za">yemi@jamela.co.za</a></td><td></td></tr> </table>	Physical address:	Postal address:	<b>16A Alie van Bergen Street</b>	<b>P.O. Box 419</b>	<b>White River</b>	<b>White River</b>	<b>1240</b>	<b>1240</b>	Telephone: <b>013 750 0620</b>		Fax: <b>013 751 1980</b>		E-mail: <a href="mailto:yemi@jamela.co.za">yemi@jamela.co.za</a>	
Physical address:	Postal address:														
<b>16A Alie van Bergen Street</b>	<b>P.O. Box 419</b>														
<b>White River</b>	<b>White River</b>														
<b>1240</b>	<b>1240</b>														
Telephone: <b>013 750 0620</b>															
Fax: <b>013 751 1980</b>															
E-mail: <a href="mailto:yemi@jamela.co.za">yemi@jamela.co.za</a>															

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

2.4	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"><li>1. Contract Agreement,</li><li>2. Form of Offer and Acceptance,</li><li>3. Contract Data,</li><li>4. Specification Data,</li><li>5. Standardized Specifications,</li><li>6. Drawings,</li><li>7. Bill of Quantities,</li><li>8. Statutory Regulations,</li><li>9. Other standard specifications.</li></ol> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
-----	---

4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ul> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.</li> <li>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." </li></ul>
-------	---

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

Clause	Description
	<p>viii) <b>Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette 43096 on 15 March 2020</i> remains in force.</b></p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> <li>(i) The Contractor shall himself obtain the Mining Authorization for the sites.</li> <li>(ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.</li> <li>(iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor.</li> <li>(iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.</li> <li>(v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010).</li> <li>(vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.</li> <li>(vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.</li> </ul>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to clause 4.3.1)</li> <li>• Initial programme (Refer to clause 5.6.1)</li> <li>• Security (Refer to clause 6.2.1)</li> <li>• Insurance (Refer to Clause 8.6.1)</li> </ul>
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is <b>14 calendar days</b>.</p>
5.4.2	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from <b>22-Dec-2023 to 08-Jan-2024 OR AS PER SAFCEC TBA</b>
5.13.1	The penalty for failing to complete the Works is: is <b>0.05 %</b> of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed paving streets can be opened to traffic for use.
5.16.3	The latent defect period is <b>10 years</b> after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is <b>15%</b> .
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	The limit of retention money is <b>10%</b>
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at <b>12%</b> of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .
10.7.1	The determination of disputes shall be by <b>arbitration</b> .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
	Thirty percent (30%) of the contract value shall be made NON-compulsory for subcontracting to local people/companies (CoM) irrespective of the <i>domicilium et exicutandi</i> of the contractor. However contractors will be allocated points for the proposal of social responsibility/social development plan (Form V of returnables) within CITY OF MBOMBELA

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Clause	Description						
1.1.1.9	The <b>Contractor</b> is .....						
1.2.1.2	<p>The Contractor's address for receipt of communications is:</p> <p>Physical address: Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Fax: .....</p> <p>E-mail: .....</p>						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... <b>weeks</b> after Commencement Date (site handover).						
6.2.1	<p>The security to be provided by the Contractor shall be <b>one</b> of the following</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate “ Yes” or “ No”</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate “ Yes” or “ No”	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose: Indicate “ Yes” or “ No”						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							



**C1.5      FORM OF GUARANTEE**

## PRO FORMA PERFORMANCE

### GUARANTEE

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and 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: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words.....

"Expiry Date" means.....

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 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 a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon 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 the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the 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 a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed		.....
Date		.....
Guarantor's signatory (1)		.....
Capacity		.....
Guarantor's signatory (2)		.....
Capacity		.....
Witness signatory	(1)	.....
Witness signatory	(2)	.....

**C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**(ACT NO 85 OF 1993)**

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

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

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, Upgrading of Violet Street - Ward 13 and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
  - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

- 6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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 EMPLOYER:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**



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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20\_\_\_\_,

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_ 2. \_\_\_\_\_

NAME (in capitals): 1. \_\_\_\_\_ 2. \_\_\_\_\_

**PART C2            PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

## C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

2 The Schedule 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 Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule 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 Schedule 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 Schedule.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender 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 tender sum shall apply to that group of items pro rata 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 tender rates, prices and sums shall, subject only to the provisions of the General 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 General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

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

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

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

- 9 For the purposes of this Schedule 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 COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

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 tender rate of the (same) item Sum :

An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square meter-pass
ha	=	hectare
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

## **C2.2 SCHEDULE OF QUANTITIES**

**C2.2: BILL OF QUANTITIES**

SCHEDULE OF QUANTITIES

REFER TO ATTACHED

BILL OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-2

## SUMMARY OF SCHEDULE OF QUANTITIES

Section No.	Description	Amount (R)
PART 1	ROADS & BRICKWALL FENCE	R -
PART 2	MASS EARTHWORKS (NEW CELL, EVAPORATION AND LEACHATE DAMS)	R -
PART 3	WATER AND STORAGE TANK	R -
PART 4	SEWERS	R -
PART 5	BUILDING WORKS	R -
PART 6	ELECTRICAL WORKS	R -
<b>Sub-Total</b>		R -
Allowance for Contingencies (6% of Sub-Total)		R -
<b>Sub-Total</b>		R -
Allowance for Escalations (5% of Sub-Total)		R -
<b>Total Construction Cost</b>		R -
Value Added Tax at 15%		R -
<b>Total Amount of Tender Carried Forward to Form of Offer and Acceptance</b>		R -



**PART C3      SCOPE OF WORKS**

<b>PART C3: SCOPE of WORK</b>
-------------------------------

<b><u>CONTENTS</u></b>	<b><u>PAGES</u></b>
<b>C3.1 DESCRIPTION OF WORKS.....</b>	<b>C3.1-1</b>
C3.1.1 Employer's Objectives .....	C3.1-1
C3.1.2 Overview of the Works.....	C3.1-1
C3.1.3 Extent of Works.....	C3.1-1
C3.1.4 Location of the Works .....	C3.1-1
C3.1.5 Temporary Works .....	C3.1-1
<b>C3.2 ENGINEERING .....</b>	<b>C3.2-1</b>
C3.2.1 Design.....	C3.2-1
C3.2.2 Employer's Design.....	C3.2-1
C3.2.3 Contractor's Design .....	C3.2-1
C3.2.4 Drawings .....	C3.2-1
C3.2.5 Design Procedure .....	C3.2-2
<b>C3.3 PROCUREMENT .....</b>	<b>C3.3-1</b>
C3.3.1 Preferential Procurement.....	C3.3-1
C3.3.2 Subcontracting .....	C3.3-1
<b>C3.4 CONSTRUCTION .....</b>	<b>C3.4-1</b>
C3.4.1 Works Specifications.....	C3.4-1
C3.4.2 Project Specifications Relating to Standard Specifications .....	C3.4-2
<b>C3.5 MANAGEMENT .....</b>	<b>C3.5-1</b>
C3.5.1 Management of the Works.....	C3.5-1
<b>C3.6 HEALTH AND SAFETY.....</b>	<b>C3.6-1</b>
C3.6.1 Health and Safety Requirements and Procedures .....	C3.6-1
C3.6.2 Protection of the Public .....	C3.6-1
C3.6.3 Barricades and Lighting.....	C3.6-1
C3.6.4 Traffic Control on Roads.....	C3.6-2
C3.6.5 Measures Against Disease and Epidemics .....	C3.6-2
C3.6.6 Aids Awareness .....	C3.6-2

### C3.1: DESCRIPTION of WORKS

#### C3.1 DESCRIPTION OF THE WORKS

##### C3.1.1 EMPLOYER'S OBJECTIVES

The Employer requires the upgrading of the Umjindi solid waste disposal site and ancillary services to be carried out. This project is situated at Umjindi, Barberton within the City of Mbombela jurisdiction in the Ehlanzeni District, Mpumalanga Province.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

##### C3.1.2 OVERVIEW OF THE WORKS

The project entails the upgrade of the existing solid waste disposal site and the ancillary services such as the internal road pavement layers, upgrade of storm water infrastructure (culverts, concrete lined drains, etc), upgrade of access road leading to the facility, erosion protections (gabions, stone pitching around drainage structures, etc), installation of weigh bridge construction, new cell development, waste sorting infrastructure, etc.

##### C3.1.3 EXTENT OF WORKS

The extent of works involves part civil engineering-based works such as mass earth works, road construction, water supply (reticulation), sewer connections, stormwater management, dam construction, etc. and building and structural engineering-based works such as the construction of the admin building, guard house, material recovery facility, workshop, plant shelter, ablution and changing room facility and installation of the weigh bridges.

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

- a. General requirement and provision
- b. Contractor's establishment on site and general obligations.
- c. Housing, offices and laboratories for the engineer's site personnel
- d. Accommodation of traffic
- e. Overhaul

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

Approximate quantities of each type of work are given in the Schedule of Quantities.

##### C3.1.4 LOCATION OF THE WORKS

The project area is within the Umjindi / Barberton area which falls under the jurisdiction of the City of Mbombela municipality in Mpumalanga Province.

The GPS coordinates are shown in the **Error! Reference source not found.**below:

GPS coordinates for the entrance of Umjindi Solid Waste Disposal Site and Ancillary Services

Position	South Coordinate	East Coordinate
Entrance	25° 45' 43.95"	31° 2' 15.10"

**C3.1.5 TEMPORARY WORKS**

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

**C3.2: ENGINEERING****C3.2 ENGINEERING****C3.2.1 DESIGN**

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

**C3.2.2 EMPLOYER'S DESIGN**

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

**C3.2.3 CONTRACTOR'S DESIGN**

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

**C3.2.4 DRAWINGS**

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

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

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

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

No	DRAWING NUMBER	DRAWING TITLE	PURPOSE
1		COVER PAGE	FOR TENDER
<b>CIVIL &amp; STRUCTURAL DESIGNS</b>			
2	COM44/2023 / 001	LIST OF DRAWINGS	FOR TENDER
3	COM44/2023 / 002	SITE LAYOUT PLAN	FOR TENDER
4	COM44/2023 / 003	CONTACT INFORMATION BOARD DETAILS	FOR TENDER
5	COM44/2023 / R001	LONGITUDINAL SECTION OF ROAD 1	FOR TENDER
6	COM44/2023 / R002	LONGITUDINAL SECTION OF ROAD 2	FOR TENDER
7	COM44/2023 / R003	LONGITUDINAL SECTION OF ROAD 3	FOR TENDER
8	COM44/2023 / R004	LONGITUDINAL SECTION OF ROAD 4	FOR TENDER
9	COM44/2023 / R005	TRAFFIC ACCOMMODATION TYPICAL DETAILS	FOR TENDER
10	COM44/2023 / R006	ROAD MARKING DETAILS	FOR TENDER
11	COM44/2023 / R007	TYPICAL ROAD CROSS SECTION	FOR TENDER
12	COM44/2023 / CP001	COVERED PARKING DETAILS	FOR TENDER
13	COM44/2023 / BW001	BOUNDARY WALL DETAILS	FOR TENDER
14	COM44/2023 / SEW001	SEWER LONGITUDINAL SECTION	FOR TENDER
15	COM44/2023 / SEW002	SEWER TYPICAL DETAILS	FOR TENDER
16	COM44/2023 / W001	WATER FOUNTAIN TYPICAL DETAILS	FOR TENDER
17	COM44/2023 / W002	5000L WATER STORAGE TANK STEEL STAND X2	FOR TENDER
18	COM44/2023 / SW001	STORMWATER TYPICAL DETAILS	FOR TENDER
19	COM44/2023 / SW002	CELL LINER, LEACHATE MANHOLE, ETC. DETAILS	FOR TENDER
20	COM44/2023 / F001	TYPICAL STRIP FOUNDATION DETAILS	FOR TENDER
21	COM44/2023 / F002	APRON AND V-DRAIN DETAILS	FOR TENDER
22	COM44/2023 / F003	FOUNDATION & SLAB LAYOUT – WEIGH BRIDGE	FOR TENDER
23	COM44/2023 / F004	FOUNDATION & SLAB LAYOUT – ADMIN BLOCK	FOR TENDER
24	COM44/2023 / F005	FOUNDATION & SLAB LAYOUT – CHANGE ROOMS	FOR TENDER
25	COM44/2023 / F006	FOUNDATION & SLAB LAYOUT – GUARD HOUSE	FOR TENDER
26	COM44/2023 / F007	FOUNDATION & SLAB LAYOUT – MRF	FOR TENDER
27	COM44/2023 / F008	FOUNDATION & SLAB LAYOUT – PLANT SHELTER	FOR TENDER
28	COM44/2023 / F009	FOUNDATION & SLAB LAYOUT - WORKSHOP	FOR TENDER
29	COM44/2023 / LP001	LAYOUT PLANS OF WASTE CELL, LEACHATE DAM & STORMWATER DAM	FOR TENDER
<b>ARCHITECTURAL DESIGNS</b>			
30	COM44/2023 / AR001	MRF – FLOOR PLAN & ROOF PLAN	FOR TENDER
31	COM44/2023 / AR002	MRF – ELEVATIONS	FOR TENDER
32	COM44/2023 / AR003	ADMIN BLOCK – FLOOR & ROOF PLANS, ELEVATION	FOR TENDER
33	COM44/2023 / AR004	CHANGE ROOM – FLOOR & ROOF PLANS, ELEVATIONS	FOR TENDER
34	COM44/2023 / AR005	PLANT SHELTER – ELEVATIONS & SECTIONS	FOR TENDER
35	COM44/2023 / AR006	PLANT SHELTER – FLOOR & ROOF PLANS	FOR TENDER
36	COM44/2023 / AR007	WEIGH BRIDGE HUT – FLOOR PLANS & ELEVATIONS	FOR TENDER
37	COM44/2023 / AR008	WORKSHOP – FLOOR & ROOF PLANS & SECTIONS	FOR TENDER

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

38	COM44/2023 / AR009	WORKSHOP – ELEVATIONS	FOR TENDER
39	COM44/2023 / AR010	DOORS & WINDOWS SCHEDULE	FOR TENDER
40	COM44/2023 / AR011	GUARD HOUSE – ELEVATIONS & SECTIONS	FOR TENDER
<b>ELECTRICAL DESIGNS</b>			
41	COM44/2023 / ED001	GUARD HOUSE – LIGHTING, SINGLE LINE DIAGRAM	FOR TENDER
42	COM44/2023 / ED002	MRF – LIGHTING & POWER LAYOUT	FOR TENDER
43	COM44/2023 / ED003	PLANT SHELTER - LIGHTING & POWER LAYOUT	FOR TENDER
44	COM44/2023 / ED004	WORKSHOP - LIGHTING & POWER LAYOUT	FOR TENDER
45	COM44/2023 / ED005	ADMIN BLOCK - LIGHTING & POWER LAYOUT	FOR TENDER
46	COM44/2023 / ED006	CHANGE ROOM - LIGHTING & POWER LAYOUT	FOR TENDER
47	COM44/2023 / ED007	WEIGH BRIDE ROOM - LIGHTING & POWER LAYOUT	FOR TENDER

**C3.2.5      DESIGN PROCEDURES**

Not applicable.



**C3.3: PROCUREMENT****C3.3 PROCUREMENT****C3.3.1 PREFERENTIAL PROCUREMENT****C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

**C3.3.1.2 Resource standard pertaining to targeted procurement**

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

**C3.3.2 SUBCONTRACTING****C3.3.2.1 Scope of mandatory subcontract works**

- a) Site Clearance

However, local subcontractors should be considered provided they are capable.

**C3.3.2.2 Preferred subcontractors/suppliers**

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

**C3.3.2.3 Subcontracting procedures**

The contractor is solely responsible for negotiating with local subcontractors.

**C3.3.2.4 Attendance on subcontractors**

Not applicable.

## C3.4: CONSTRUCTION

### **C3.4 CONSTRUCTION**

#### **C3.4.1 Works specifications**

The applicable "Standard Specifications" shall be the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", read together with the Particular Specifications.

Bidders, Contractors and Sub-Contractors shall obtain their own copies of the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", for tendering purposes and for use for the duration of the Contract from the Sekhukhune District Municipality and shall bear all expenses in this regard.

The Standard Specifications have been written to cover all types of municipal civil engineering works and it may therefore cover work not applicable to this Contract.

The Particular Specifications together with the Drawings and Bill of Quantities clearly indicate the sections of the Standard Specifications which apply to this Contract

##### **C3.4.1.1 Particular Specifications**

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

PC: Trimming of site  
 PD: Maintenance  
 PE: Contingencies  
 PLI: Particular Specification for Generic Labour-intensive Specification

**Section C3.6 covers references to the Particular Specifications in the Standard Specifications as well as variations and additions to the Standard Specifications.**

Section C3.7 covers corrections and amendments to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005

##### **C3.4.1.2 Variations and Additions to the SANS 1200 Standardized Specifications**

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

#### **C3.4.2 Site Facilities**

##### **1. Water Supply**

Potable water supply available

A reticulated potable water supply is to be installed as part of the Contract. The current tariffs applicable are available from the water and sanitation division. The Contractor can only draw water from fire hydrants specified by the municipality in exceptional circumstances and then only after written authority had been granted. When permission is granted, the water must be drawn through a metered stand pipe issued by the water and sanitation division.

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

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(b), be deemed to be included in the sums bided by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bided by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

## **2. Electricity power Supply**

The Contractor shall make his own arrangements for the supply of electricity power to suit his own and the Employer's Agent's requirements and operations. The cost of providing connections any transformer sub-stations and switch gear, generators fuel and and/or overhead power lines or underground cables required to supply the electric power shall be included in the rates entered in the Schedule.

The cost of electric power consumption for construction, rock drilling. Machinery operations a lighting, ventilation and domestic use are to be included in the rates in the schedule of Quantities for the various construction and operations.

## **3. Access Roads**

Where the locality of works requires it, the Contractor shall grade or construct. And keep in good and constant repair, temporary access roads connecting public roads in the vicinity with the works. Such roads must be of a sufficiently high standard for reliable access of heavy transport vehicle in all weathers and shall communicate with all parts of the works.

## **4. Use of Site**

All notice boards. Sign boards and advertisement at the site shall be subject to the Employer's Agents approval. The Contractor shall take all precautions to preserve trees other than those which, of necessity, must be removed for the purpose of fulfilling the Contract.

The Contractor shall maintain the site in a clean, orderly and sanitary condition and shall take all necessary steps and precautions to prevent the pollution of the surrounding area by his employees or animals in any way. These steps and precautions shall be to the satisfaction of the Employer's Agent and Medical Officer of Health of Madibeng.

## **5. Precautions against Nuisance**

The Contractor's attention is drawn to the fact that operations are being conducted in a semi-urban area and in the presence of traffic. Special precautions must be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Plant used on the works shall be as efficiently silenced as possible and noisy operations will be permitted only between the hours of 7H00 am and 5H00 pm. Any work outside normal hours will be permitted only on the written authority of the Employer's Agent.

Whenever machinery is excavating or loading material which is liable to form a dust nuisance, an effective method of spraying water over the cut area and loaded material shall be installed. Tarpaulins shall be provided to cover trucks and prevent dust blowing from loads during transport.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads of completed construction by trucks transporting muddy material. The Employer's Agent may order the Contractor continuously to broom off and clean roads where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

## **6. Sanitary Accommodation**

The Contractor shall provide, maintain, move to position as required and finally remove proper sanitary accommodation at each work. Front sanitary accommodation shall be properly screened and its use strictly enforced. The situation of sanitary accommodation prescribed in terms of the Sanitary General By-Laws shall be approved by the Employer's Agent as being convenient for the person whose use it is intended.

The sanitary accommodation provided must be adequately ventilated. Properly disinfected and kept in a thoroughly clean condition at all times.

The Contractor shall make arrangements for the provision of the sewer connection in the case of water closets or the removal of pails in the case of pail closets.

The Contractor shall bear all costs associated with the provision of sanitary accommodation. Compensation for these costs will be made under the relevant item the schedule of Quantities.

## **7. Work in Servitudes**

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

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

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

No extra payment will be made to the Contractor should it be necessary to omit sections and return to them later. It is not intended, however, that the Contractor should be called upon to return to the Site after all

other sections of the Contract have been completed and the Contractor has removed his plant and equipment.

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

#### **8. Access to Premises**

The Contractor shall maintain adequate access to all public and private properties at all times unless otherwise sanctioned by the Employer's Agent. Details of the proposed methods of providing access shall be submitted to the Employer's Agent for approval before such access is restricted. Any claims arising from impeded access shall be wholly the responsibility of the Contractor.

Provision shall be made to allow sanitary services to stand to be unimpeded.

Where necessary to permit access or egress, the Contractor shall provide for the laying of planks or other excavated and filled works or over concrete or asphalted surfaces in order to protect the work from damage.

Any temporary wooden bridges shall be provided with suitable tubular or other hand rail and horizontal member shall be placed at 0,3m, 0.9m and 1,2m above the level of the boards.

Vehicular access shall be maintained to properties at the end of each day's work unless the Contractor as made alternative arrangement with the owners.

#### **9. Waterways**

Free waterways shall be maintained in gutter, drains streams. Etc. and existing conditions shall not be changed by deposition spoil in waterways or by diverting water into private property

The Contractor shall settle all claims and make good any damage at his own expense should flooding of public property occur through waterways being obstructed or diverted as a result of his operations.

#### **10. Permits and wayleave**

The Contractor shall be responsible to obtain all the wayleave required under this Contract. A separate payment item has been included under Section 1200 A of the Schedule of Quantities to compensate the Contractor for all his expenses to obtain the wayleave.

The wayleave to be obtained by the Contractor consists mainly of the following:

**C3.4.3 Features requiring special attention****(a) Site maintenance**

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

**(b) Testing and quality control****(I) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY**

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

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

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

The test results for tests conducted each month shall be submitted together with the interim payment certificate for that month. Failure to conduct the tests as per the specifications will result in non-payment of the Contractor's claim until such tests are conducted and results certified to have met requirements.

The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer. All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

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

**(II) ADDITIONAL TESTING REQUIRED BY THE ENGINEER**

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

**(III) COSTS OF TESTING****(a) Tests in terms of subclause C3.4.2.5(c)(i)**

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

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

**(b) Additional tests required by the Engineer**

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

**(c) Sub-Contract's**

All matters pertaining to Sub-Contract's (including Nominated Sub-Contract's) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all Sub-Contract work being an integral part of the Works for which the Contractor is responsible. The Employer must be supplied with a copy of the contract/agreement for records.

The Engineer will not liaise directly with any Sub-Contract's nor will he issue instructions concerning the Sub-Contract works directly to any Sub-Contract.

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

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

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

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

**C3.4.4 Plant and construction equipment**

**The Contractor is encouraged to hire plant and construction equipment from local community where possible.**

All items of plant used on the works shall be approved, mordent, efficient plant, well suited to the purpose for which the Contractor uses them and shall be properly maintained items of plant which leak oil or which, in the opinion of the Employer's Agent's generate excessive noise, smoke, or other nuisance shall be removed from the works. The Employer's Agent's decision in this respect shall be final and binding upon the Contractor

All vehicles used on the works are to be sound mechanical condition and shall conform to and be operated in accordance with the Provincial Ordinance and the Provincial Road Traffic regulations. All vehicles must be fully insured against accident or loss including third party risk and the Contractor shall produce evidence of this if required by the Employer's Agent.

The Contractor shall be deemed to have established the extent to which mechanical plant can be used for excavating and refilling before the submission of its tender. The Employer's Agent's authority to use mechanical plant will not be unreasonably withheld, but if in the Employer's Agent's opinion, circumstances exist which make it desirable that the use of plant should be suspended either temporarily or permanently, the Contractor shall change the method of performing the work affected at his own cost and he shall be deemed to have no cause for claim if any order issued by the Employer's Agent results in the mechanical plant having to stand idle for a period of any duration whatsoever or having to be removed.

In particular, where it is impossible due to proximity to existing structures or services to excavate except by hand methods then in such cases it shall be deemed reasonable for the purpose of this clause for the Employer's Agent to withhold authority to use mechanical plant.

#### **C3.4.4.1 Facilities provided by the Contractor**

##### **(a) Facilities for the Engineer**

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

##### **i). Office accommodation**

The Contractor shall provide on the Site One office for the exclusive use of the Engineer. Such office shall comply with and be furnished in accordance with the requirements of subclause 3.2 of SANS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of subclause 5.2 of SANS 1200 AB. Such office accommodation shall be provided within the Contractor's site establishment facilities.

##### **iii). Contract nameboards**

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

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

##### **iv). Survey equipment and assistants**

##### **• Survey equipment**

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

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

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

##### **• Survey assistants**

The Contractor shall, in accordance with the requirements of subclause 5.5 of SANS 1200 AB, make available to the Engineer, two (2) survey assistants.



vi). All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system. The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Microsoft Windows 10
- (b) MS-Office business/ Microsoft 365
- (c) Laptop -i7;16GB RAM; 500GB; SSD or 1TB HDD, and
- (d) A Telephone (cellphone)

All computer and telephone equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Employer's Agent staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Engineer.

vii). Electricity supply for the Engineer

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

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

viii). Site instruction book

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

ix). Housing for Employer's Agent Representative (Example only)

The Engineer will provide housing for the Employer's Agent Representative. The housing and the relevant services and local authority rates and charges shall be paid by the Contractor on the written instruction of the Engineer, from a Prime Cost Sum included in Section 1200 A of the Schedule of Quantities for this purpose.

The Contractor is entitled to a percentage of the value of each payment to the Engineer to cover his expenses in this regard. (See item PSA 8.6.)

### **C3.4.5 Materials**

#### **3.4.5.1 General**

All material supplied shall be to SANS, JASWIC and the General Managers applicable specification as amended or where no such specification, to the approval of the Employer's Agent. Specification not contained in the document may be examined by arrangement at the water and sanitation Division. It will be required from each Contractor to supply proof of conformation to the relevant SANS specifications of all material envisaged to be used on the Contract to the Employer's Agent for his approval

#### **C3.4.5.2 Storage**

All materials shall be stored in storage areas which shall be agreed by Employer's Agent and shall be fenced with 1, 8 m high chain link fencing and a lockable gate. Pipes shall be stacked off the ground. Pipes shall be covered to prevent deterioration through ultra-violet attack.

### **C3.4.6 General Matters**

#### **1. Consumer Complaints**

Save in respect of the liability arising from clause 21, the Contractor's responsibility in respect of no water or poor pressure complaints arising out of the execution of the Contract shall be limited to ensuring that an adequate cold-water supply exists to the complainant's property.

#### **2. Advertisement in the Media and Notifications to consumers**

The Employer's Agent will arrange any media advertisement necessary for warning the public of any shut down of supply necessary, in his opinion, for the proper execution of the works. The Contractor must however, give at least 14 (fourteen) days' notice to the Employer's Agent of his requirements in the respect. Specifically, media advertisements will be arranged when the number of consumers affected by a shutdown is such that issuing notices to individual consumers as provided hereunder is impracticable. Planned interruptions of water supply shall only be permitted between 09h00 and 15h00 unless otherwise authorized in writing by the Employer's Agent.

The Contractor shall give all consumers affected at least 24 hours' notice in writing of his proposals in regard to every planned interruption of water supply necessary for the execution of his work. Failure to do will result in the suspension of work for a period as determined by the Employer's Agent.

The Contractor shall give written notice to all consumers adjacent to the planned route of work to be done. This notice shall be given well in advance of the starting date of construction. The notice will inform the residence that all grass, irrigation and valuable must be removed beforehand.

#### **3. Use of Explosives**

Explosiveness shall not be used without the written permission of the Employer's Agent. A procedure must be issued prior to the works for approval by the Employer's Agent.

### **C3.4.7 Construction Issues**

#### **1. Excavation, backfilling and reinstatement**

Excavation, backfilling and reinstatement shall be carried out in accordance with the project specification and the standard specification for municipal civil Engineer work all excavations shall be performed in terms of the construction Regulation 2014 of the occupational Health and safety Act.

#### **2. Clearing and Grubbing**

If any paving is to be removed to place the new water pipeline in position the rate for the breaking out and removal of the paving shall be claimed under 8.3.2.1 section 1200D in the schedule of Quantity. No clearing and grubbing will be paid where the new pipelines are to be laid on the sidewalk (area between the road and the erf boundary fence)

It must be noticed that the area between the erf boundary and the road must be clean, with no stones or rocks which can damage any machine used to cut the lawn

#### **3. Excavations**

##### **a) Trenches - General**

Trenches shall be back filled level with adjacent surfaces immediately after completion of pipe laying. Should pipe laying not be complete before is due to cease for the day the Employer's agent shall be entitled to instruct the Contractor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractor's rates for excavation.

Pads shall be fitted to the outriggers of excavating plant to prevent damage to road surface. Damage to any surfaces beyond the trench widths specified shall be repaired at the Contractor's expense.

b) Trenches Across Roads

Even if a trenching machine is used road surfaces shall first be cut with a diamond tipped saw or other approved method. After the trench has been backfilled and compacted the road surface has to be cut again, 200mm from the edge on both sides of the trench.

The length of premix cut shall be measured and paid for under the relevant item on the bill. Section 1200D as provided in the schedule of Quantities. The complete closure of any road shall not be permitted without the written consent of the Employer's Agent.

During the time that the trenches have been backfilled and the time that the Municipality reinstates the road surfaces, the Contractor will be responsible for the maintenance on the road.

The trench will be backfilled above the selected material with G4 material in 150mm layers stabilized with 3% cement, compacted to 95% MOD AASHTO and paid for under relevant item on the bill. Section 1200D as provided in the schedule of Quantities. No haulage will be paid separate but the rate for haulage must be included in 8.2.5 Section 1200LB.

c) Trenches – Paving and driveways act

The last 450mm of backing in the trench will be done with G4 material compacted to 95% MOD AASHTO payment will be in accordance with 8.3.21. Section 1200D, no haulage is payable.

d) Removal of Excavated Material

Excavated material shall not remain on the work site for more than 48 hours

The Contractor's scheduled rates shall cover the cost of complying with this restriction including inter alia the cost of removing off site to temporary and then returning to site, excavated material suitable for use as backfill or bedding. No haulage will be paid separately but the rate for haulage must be included in 8.2.5. Section 1200LB.

e) Maintenance of Excavations

Existing mains are in general local at a cover depth from 0,6m to 1,5m and excavation to at least this depth will be required for tie-ins etc.

The Contractor shall be solely and entirely responsible for maintaining excavations in a safe condition and this responsibility shall be in no way diminished by any instruction by the Employer's Agent to take additional or improved protected or precautionary measures

It should be noted by Bidders that plastic tape is not regarded as adequate protection around excavations and its use for that purpose shall not be allowed.

Barricades with two (2) horizontal bars will be used. The top bar must be at least 1.2m high. Both bars must be chevron painted-red white. The rate must include full compensation for the moving and maintenance of all barricades for the duration of the Contract.

f) Classification For Excavation Purposes

The Engineer shall classify excavated materials as Soft Class and Rock will be measured individually as extra-over items.

**TABLE 1: Classification Of Materials**

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

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

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

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

g) Depth of Exactions

The minimum cover to new mains shall be 1 200mm.

h) Intermediate Material

Intermediate material will be classified as material where the use of pneumatic tools such as paving breakers before removal.

i) Hard Material

Hard material will be classified as material where mechanical plant, such as compressors and jackhammers or blasting is required.

**4. Testing of Backfill Material**

The compacted density of the backfill material shall be in accordance with section 202 of the standard specification.

If the required compacted density cannot be achieved with the excavated material, G4 material will be imported and compacted to the required density for base layers. Payment will be made under 8.3.21. Section 1200D of the Standard Specification and no haulage will be paid separately, but the rate for haulage must be included in 8.2.5. Section 1200LB

The Contractor will be required to submit at least 3 lab tests for compaction, or as required by the Employer's Agent, per block completed and one per road crossing. No payment will be approved if the tests have not been included in the rates. No additional payment will be done for the compaction tests.

## **5. Reinstatement**

The Contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The Contractor shall take cognisance of the aforementioned items and should allow in his rates tendered for any costs that could be incurred due to damages by the Contractor.

## **6. INSPECTION AT INTERMEDIATE STAGES OF CONSTRUCTION**

The Contractor shall call for an inspection of the works at the following remediate stages of construction.

- I) After completion of the trench excavation and of the trench bottom, and before any pipe is laid
- II) After the selected backfill, material has been placed around the pipe; and before the remainder of the trench is backfilled.

Work shall not progress through the specified stages without the approval of the Employer's Agent or his representative on site.

Failure to comply with the provision of this clause shall result in the suspension of work for a period as determined by the Employer's Agent.

## **7. EXTENSION OF TIME DUE TO UNPREDICTABLE WEATHER CIRCUMSTANCES**

Extension of time will not be considered for normal adverse weather conditions but only for abnormal rainfall or saturated conditions and will be calculated in accordance with Sub-Clause 5.12.2.2 method 1 of the special Conditions of Contract.

The factor  $(N_w - N_n)$  shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor  $(R_w - R_n)/x$  shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the Contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of  $N_n$  and  $R_n$ ."

For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.

## **8. PIPE AND MANHOLE TESTS**

The Contractor shall arrange for his own process control tests. The Contractor will be expected of to employ the services of the existing established laboratory on site. T Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. 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.

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent shall have his own acceptance control tests carried out by the laboratory. The cost of acceptance testing shall be to the account of the client.

## **9. Replacement of Leads (Pipe Jacking)**

### **a) Trenchless Construction**

A horizontal boring or auger machine shall be used for the installation of pipes under paved surfaces and road crossing where soil condition permits any plant used for the purpose of demonstrating whether trenchless construction is practical or not shall be in good order. Where soil conditions preclude the use of boring or auger machines under paved surfaces and road crossing. Leads shall be installed by open trenching.

Approval for open trenching must be obtained from the Employer's Agent under these circumstances' trenches shall be backfilled immediately after completion of pipe laying should pipe laying not be complete before work is due to cease for the day, the Employer's Agent shall be entitled to instruct the Constructor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractors rates for excavation.

If a trenching machine is used for road crossing. The road shall first be cut with a diamond tipped saw or other approved method, all trenches across the road shall be cut at right angles to the kerb. Damage to the road surface beyond the trench widths specified shall be repaired at the Contractors expense.

The length on premiss cut shall be measured and paid for under item providing for in the schedule of quantities (refer to 8.3.2.1 Section 1200d)

### **C3.4.8 Contractor's Employees**

#### **1. MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS**

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Sectoral Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001.

The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment Contracts.

#### **1.1 Employment Contracts**

The Contractor shall enter into an employment Contract with every one of his/her employees, including short-term Contracts i.e., Contracts in which employment commencement and employment termination dates are specified. Short-term employment Contracts will also apply an employee employed for only one day (see proforma Contract on Annexure 1).

#### **1.2 Normal working hours**

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follow:

Morning work sessions from 07:00 to 12:00, lunch break from 12:00 to 13:00, and afternoon sessions from 13:00 to 17:00.

### **1.3 Minimum wages**

Minimum wages shall be according to the Government Gazetted rates for the Department of Labour. For a full day's work, the hourly rate shall be multiplied by 9. Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.

Overtime pay shall be 1.5 times the ordinary wage.

An employee shall be paid fortnightly.

### **1.4 Short time (excluding short time due to inclement weather)**

If for reasons, which may be ascribed to the employee, e.g., arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

### **1.5 Short time resulting from inclement weather**

- i. If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- ii. If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work. If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

### **1.6 Vacation leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

### **1.7 Family responsibility leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- i. When the employee's child is born;
- ii. When the employee's child is sick;
- iii. In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave

### **1.8 Maternity leave**

At least four (4) months unpaid leave.

### **1.9 Sick leave**

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

### **1.10 Piece work**

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment Contract by giving notice of termination of not less than:

- i. On short period Contract s i.e., a Contract which states from which date work employment commences and on which day employment terminates, the terms of the employment Contract shall apply;
- a. One week if employee has been employed for four (4) weeks or less, unless it is a short-term project;
- ii. Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year;
- iii. Four (4) weeks if employee has been employed for more than one year.

## **2. EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N<sup>o</sup> R63 of 25 January 2002, as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

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

### **2.1 Terminology**

- (a) "Department" means any department of the State, implementing agent or Contractor;
- (b) "Employer" means any department, implementing agency or Contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "Workers" means any person working in an elementary occupation on a SPWP;
- (d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "Management" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "Task" means a fixed quantity of work;



- (g) "Task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "Task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "Time-rated worker" means a worker paid on the basis of the length of time worked.

## **2.2 Terms of Work**

- 2.2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance ACT 30 of 1966.

## **2.3 Normal Hours of Work**

- 2.3.1 An employer may not set tasks or hours of work that require a worker to work:
  - (a) more than forty hours in any week;
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 2.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 2.3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## **2.4 Meal Breaks**

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

## **2.5 Special Conditions for Security Guards**

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

## **2.6 Daily Rest Period**

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

## **2.7 Weekly Rest Period**

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

## **2.8 Work on Sundays and Public Holidays**

- 2.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 2.8.2 Work on Sundays is paid at the ordinary rate of pay.
- 2.8.3 A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 2.8.4 A time-rated worker who works on public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works of more than four hours on the public holiday.

## **2.9 Sick Leave**

- 2.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 2.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a Contract.
- 2.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 2.9.4 Accumulated sick-leave may not be transferred from one Contract to another Contract.
- 2.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 2.9.6 An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- 2.9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 2.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 2.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 2.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

## **2.10 Maternity Leave**

- 2.10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 2.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 2.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 2.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 2.10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (c)
      - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
      - ii. if agreed to between employer and worker; or
    - (d) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 2.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 2.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **2.11 Family Responsibility Leave**

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

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - i. the employee's spouse or life partner;
  - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **2.12 Statement of Conditions**

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the Contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

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

2.12.3 An employer must supply each worker with a copy of these conditions of employment.

## **2.13 Keeping Records**

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

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

## **2.14 Payment for the Labour-Intensive Component of the Works**

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

2.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

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

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

2.14.4 A time-rated worker will be paid at the end of each month.

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

2.14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

2.14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;

- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

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

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

## **2.15 Deductions**

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

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

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

2.15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

## **2.16 Health and Safety**

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

2.16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

## **2.17 Compensation for Injuries and Diseases**

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

2.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

2.17.3 The employer must report the accident or disease to the Compensation Commissioner.

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

## **2.18 Termination**

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

2.18.2 A worker will not receive severance pay on termination.

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

- 2.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the Contract. However, the worker may be re-engaged if a position becomes available of the balance for the 24-month period.
- 2.18.5 A worker who does not attend required training events, without good reason will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## **2.19 Certificate of Service**

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

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

## **2.20 Contractor's default in payment to Labourers and Employees**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

## **2.21 Provision of Hand tools**

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

### **2.21.1 Reporting**

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

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

## **3. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

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

Emerging Contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging Contractors must have completed, or for the period 1 April to 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

**TABLE 1: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e the Contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard or part qualification.

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: [Gerard@ceta.co.za](mailto:Gerard@ceta.co.za), tel: 011 265 5900)

#### **4. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

##### **4.1 Requirements for the Sourcing and Engagement of Labour**

4.1.1 Unskilled and semi-skilled labour require for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

4.1.2 The rate pay set for the SPWP is R R191.60 per per day.

4.1.3 Tasks established by the Contractor must such that:

- (a) the average worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest worker completes 5 tasks per week in 55 hours or less.

4.1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.1.3.

4.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be

given to people with previous practical experience in construction and / or who come from households:

- (a) where the head of the household has less than a primary school education;
- (b) that have less than one full time person earning an income;
- (c) where subsistence agriculture is the source of income;
- (d) those who are not in receipt of any social security pension income.

4.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is at least 35% of local labour and in the following proportions:

- (a) 55 % women;
- (b) 55 % youth who are between the ages of 18 and 35; and
- (c) 2 % on persons with disabilities.

#### **4.2 Specific Provisions Pertaining to SANS 1914-5 2002**

Definitions:

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

4.2.2 Contract participation goals

4.2.2.1 there is no specified Contract participation goal for the Contract. The Contract participation goal shall be measured in the performance of the Contract to enable the employment provided to targeted labour to be quantified.

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

4.2.3 Terms and conditions for the engagement of targeted labour

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

4.2.4 Variations to SANS 1914-5

4.2.4.1 The definition for net amount shall be amended as follows:

Financial value of the Contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the Contractor.

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

#### **4.3 Training of Targeted Labour**

A suitably capable Training consultant (consultants based within SDM are to be given first preference) is to be employed on this project.

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

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

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

4.3.2 The cost of the formal training of targeted labour, shall be measured and paid for in the

schedule of quantities of this Contract Document.

4.2.4.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

4.2.4.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 4.3.4 above.

4.2.4.5 Proof of compliance with the requirements of 4.3.2 to 4.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

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

i) Community based Contractors

- Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plants, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning – introducing to planning techniques, pre-tender planning, planning Contract activities, Contract planning, executing a Contract programme.
- Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

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

Community based labour training will take place on site before actual production starts. Allowance needs to be made for wages, food or travelling during training.

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

## 5. COMMUNITY LIAISON OFFICER

5.1 The successful Bidder shall enter into an agreement with the Ward Councilor/Ward Committee whereby the Ward Councilor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.

5.2 The CLO shall attend all site and other meetings concerning the project.

5.3 The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

$$\text{Salary per month} = \text{R } 10\,000.00$$

5.4 Only one CLO shall be appointed per project. If the project spans over more than one Ward or villages, the relevant Ward Councilors shall agree on one CLO to be appointed by the Contractor.



Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

- 5.5** Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councilor(s) and the CLO to resolve such difficulties.
- 5.6** The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-Contract.
- 5.7** Should any of the above conditions be less favorable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favorable condition will apply.

## **6 Existing services**

The Contractor shall protect all existing services

## **7 Site establishment**

### **a) Contractor's Camp site**

The Contractor shall provide a suitable site for his camp and for accommodating the work force. The choice of the site for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed and properly fenced with a security fence around the perimeter. The Contractor is to provide his own security at the camp or on the site if required, at his own expense. No trees may be removed and the Contractor must provide his own firewood.

After completion of the Contract, the Contractor shall remove all his temporary buildings, plant and equipment. The site shall be made good and be left in a neat and tidy condition before the certificate of practical completion shall be issued.

### **b) Water Supply**

The Contractor shall make his own arrangement for potable and construction water. It shall be the responsibility of the Contractor to apply for a water connection for his site camp. The Contractor shall be responsible for payment of all water used. Although there are water reticulation pipes in the village, the water supply is not consistent and water from the Steelpoort river may be used for construction purposes. Water quality shall be verified before use in concrete is allowed.

### **c) Power Supply**

The Contractor shall make his own arrangements.

**d) Ablution Facilities**

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Employer's Agent. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates billed for the Contractor's time-related obligations.

**e) Cellular Telephone**

It is a requirement of the Contract that the Contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the Contractor's supervisory personnel and the Employer's Agent's supervisory staff. All the applicable contact details must be made available to the Employer as well as the staff on site. All costs associated with the provision of cellular telephones for the Contractor's personnel shall be deemed to be included in rates billed for time-related charges.

**f) Site Facilities required by the Employer's Agent**

One site office of approximately 30m<sup>2</sup> complete with sufficient lighting and power points.

- Two desks, ten chairs, one conference table and two steel filing cabinets.
- Three carports for his exclusive use, a net shade cover will suffice.
- An ablution unit for his exclusive use.
- The Employer's agent does not require housing for personnel or laboratory facilities.

**g) PPE (Printing on PPE)**

PPE (Overalls) shall be Pantone Orange with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location i.e. over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily
- be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering

### C3.5: MANAGEMENT

#### **C3.5 MANAGEMENT**

#### **C3.5.1 MANAGEMENT OF THE WORKS**

##### **C3.5.1.1 Applicable SANS and SABS Standards**

The COLTO (1998 Edition) Standardized Specifications listed in C3.4.1.1 are applicable.

##### **C3.5.1.2 Particular/Generic Specifications**

Not applicable.

##### **C3.5.1.3 Methods and Procedures**

###### **(a) Maintenance of access and streets**

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

###### **(b) Blasting operation**

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

###### **(c) Normal working hours**

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

###### **(d) Interference with municipal staff and operations**

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

**(e) Access for other contractors**

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

**(f) Giving notice of work to be covered up**

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

**(g) Sequence of the works**

The Contractor shall execute the Works in accordance with the approved programme.

**C3.5.1.4 Quality plans and control (Testing)**

Refer to Section C3.4.2.5(b).

**C3.5.1.5 Environmental Management Plan (EMP)**

**(a) Demarcation of the site**

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

**(b) Construction camp**

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

**(c) Fencing of site**

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

**(d) Workshops**

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

**(e) Eating areas**

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

**(f) Watchmen**

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

**(g) Ablution facilities**

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

**(h) Solid waste**

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

**(i) Wastewater**

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

**(j) Fuel storage area**

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

**(k) Concrete batching area**

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

**(l) Equipment maintenance and storage**

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

**(m) Materials handling, use and storage**

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refueling area shall be contained and disposed of correctly.

**(n) Emergency procedures**

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

**(o) Care of surrounding areas**

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

**C3.5.1.6 Planning and programming**

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

**C3.5.1.7 Other Contractors on site**

No other road construction contractors will be on site during the implementation of the project.

**C3.5.1.8 Recording of weather**

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

**C3.5.1.9 Format of communications**

All communication regarding the Contract shall be channelled through the Engineer or his representative.

**C3.5.1.10 Planning and programming**

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

**C3.5.1.11 Daily records**

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

**C3.6: HEALTH AND SAFETY****C3.6 HEALTH AND SAFETY****C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

**(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

**(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020**

**The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.**

**C3.6.2 PROTECTION OF THE PUBLIC**

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

**C3.6.3 BARRICADES AND LIGHTING**

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

**C3.6.4 TRAFFIC CONTROL ON ROADS**

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.



**C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

**Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.**

**C3.6.6 AIDS AWARENESS**

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

**C3.6.7 COVID-19 AWARENESS**

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

**PART C4 SITE INFORMATION**

**PART C4: SITE INFORMATION****GENERAL**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

**CONTENTS**

- SI1    Site location**
- SI2    Climatic Condition**
- SI3    Geotechnical Investigation**
- SI4    Photographs of existing information**

## SI 1 project Location

### 1.1 Site Location

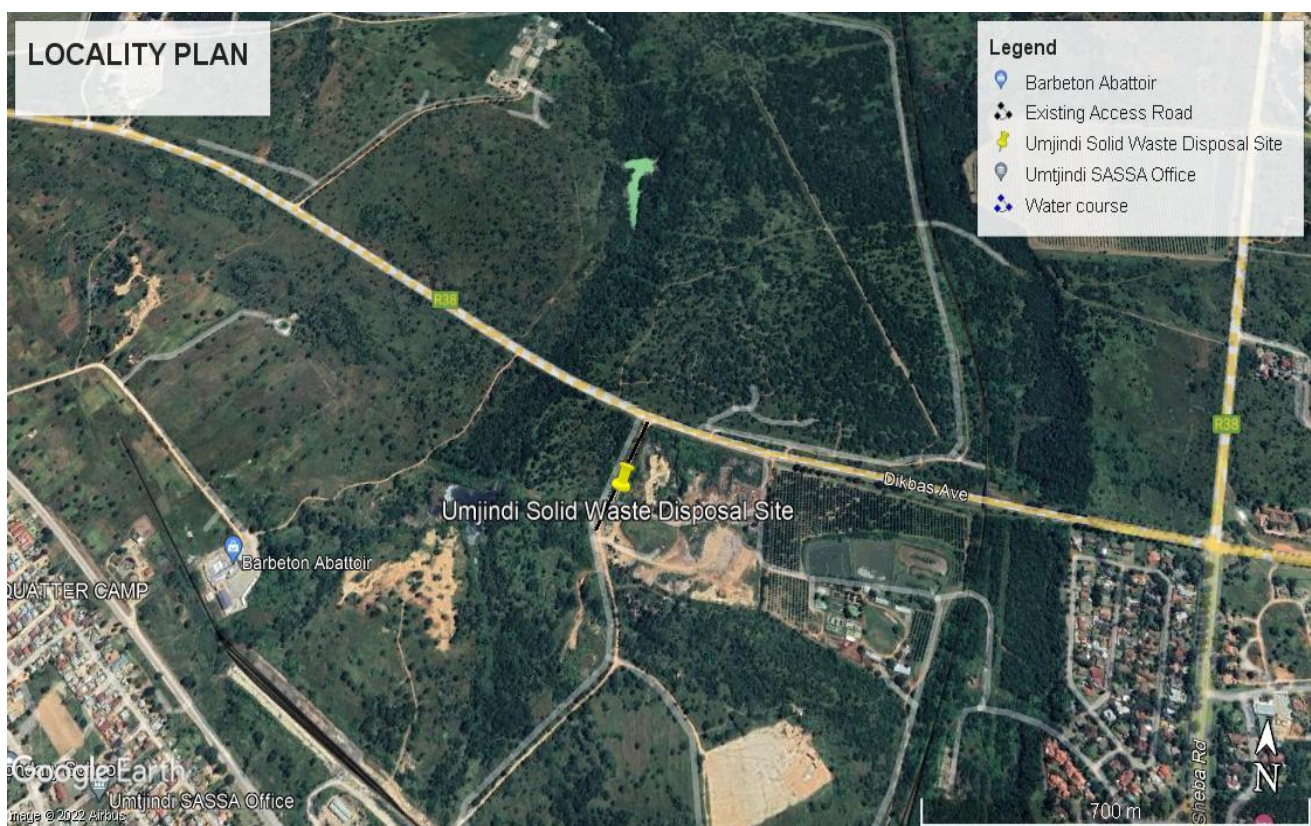
The project is located within the Umjindi / Barberton area under the jurisdiction of Mbombela Local Municipality in the Ehlanzeni District of Mpumalanga province.

The GPS coordinates is as follows:

GPS coordinates for the entrance of Umjindi Solid Waste Disposal Site and Ancillary Services

Position	South Coordinate	East Coordinate
Entrance	25° 45' 43.95"	31° 2' 15.10"

The proposed site locality map is shown in Figure 1 below.



**Figure 1: Locality Plan of the Project Area**

## SI 2 Climatic Condition

The climate in Mbombela is warm and temperate. In winter, there is more rainfall in the Mbombela area with an average annual rainfall of approximately 953mm per year, most of which occurs in heavy isolated falls between October and March. The greatest amount of rainfall occurs in January with an average of 168.12mm. The average low temperatures 14.7 degrees Celsius (°C) and the average high temperatures is 28.16 degrees Celsius (°C). Weinert developed an N-value which is the ratio of the annual evaporation versus annual precipitation of a region and has been defined for Southern Africa region (Weinert, 1980). Climatic regime of the present and recent past plays an important role in the soil profile below the earth's surface (A.B.A Brink). The N-values are therefore used to characterise mode of weathering of the rocks within the subcontinent.

Weinert demonstrated that chemical decomposition is the predominant mode of rock weathering in areas where climatic "N-value" is less than 2. In areas where climatic N-value is between 2 and 5, disintegration is

the predominant form of weathering, although some chemical decomposition of the primary rock minerals still takes place. Where the climatic N-value is greater than 5, secondary minerals do not develop to an appreciable extent and all weathering takes place by mechanical disintegration of the rock. Disintegration is the predominant form of weathering, although some chemical decomposition of the primary rock minerals still takes place.

### **SI 3 Geotechnical Investigation**

Available on request



**SI 4 Photographs of existing information**











**ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

## **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

### **CONTENTS**

SI 1 DEFINITIONS.....	5
SI 2 INTRODUCTION.....	5
SI 3 SCOPE .....	6
SI 4 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS .....	6
SI 4.1 HAZARD IDENTIFICATION AND RISK ASSESSMENT .....	6
SI 4.1.1 Risk assessments .....	6
SI 4.1.2 Development of Risk Assessments .....	6
SI 4.1.3 Review of Risk Assessments.....	7
SI 4.2 LEGAL REQUIREMENTS .....	7
SI 4.3 STRUCTURE AND RESPONSIBILITIES .....	7
SI 4.3.1 Overall Supervision and Responsibility for Occupational Health and Safety .....	7
SI 4.3.2 Operational responsibilities for Occupational Health and Safety .....	8
SI 4.3.3 Designation of Occupational Health and Safety Representatives .....	9
SI 4.3.4 Duties and Functions of the Occupational Health and Safety Representatives .....	9
SI 4.3.5 Appointment of Occupational Health and Safety Committee .....	9
SI 4.4 MANDATARIES & CONTRACTORS SAFETY FILE.....	10
SI 4.5 ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH AND SAFETY FILE .....	10
SI 4.5.1 The Occupational Health and Safety File .....	10
SI 4.5.2 Non-conformance to any Health and Safety requirements .....	11
SI 4.6 OCCUPATIONAL HEALTH AND SAFETY GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEW OF OCCUPATIONAL HEALTH AND SAFETY PERFORMANCE.....	11
SI 4.7 NOTIFICATION OF CONSTRUCTION WORK .....	11
SI 4.8 TRAINING, AWARENESS AND COMPETENCE .....	11
SI 4.8.1 General Induction Training.....	12
SI 4.8.2 Site-specific Induction Training .....	12
SI 4.8.3 Other Training .....	12
SI 4.8.4 Awareness and Promotion .....	12
SI 4.8.5 Notices and Signs .....	13
SI 4.8.6 Competence .....	13
SI 4.9 CONSULTATION, COMMUNICATION AND LIAISON .....	13
SI 4.10 CHECKING, REPORTING AND CORRECTIVE ACTIONS .....	14

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

<b>SI 4.10.1 Monthly compliance assessment by Client .....</b>	<b>14</b>
<b>SI 4.10.2 Other assessments and inspections by the Client .....</b>	<b>14</b>
<b>SI 4.10.3 Conducting an assessment .....</b>	<b>14</b>
<b>SI 4.10.4 Contractor's assessments and inspections .....</b>	<b>14</b>
<b>SI 4.10.5 Inspections by Occupational Health and Safety representatives and other appointees .....</b>	<b>14</b>
<b>SI 4.10.6 Recording and review of inspection results .....</b>	<b>14</b>
<b>SI 4.10.7 Reporting of Inspection results .....</b>	<b>14</b>
<b>SI 4.11 INCIDENT REPORTING AND INVESTIGATION .....</b>	<b>15</b>
<b>SI 4.11.1 Reporting of Accidents and Incidents .....</b>	<b>15</b>
<b>SI 4.11.2 Accident and Incident Investigation .....</b>	<b>15</b>
<b>SI 5 OPERATIONAL CONTROL .....</b>	<b>16</b>
<b>SI 5.1 EMERGENCY PREPAREDNESS, CONTINGENCY PLANNING AND RESPONSE .....</b>	<b>16</b>
<b>SI 5.2 FIRST-AID .....</b>	<b>16</b>
<b>SI 5.3 MEDICAL CERTIFICATE .....</b>	<b>16</b>
<b>SI 5.4 SECURITY .....</b>	<b>16</b>
<b>SI 5.5 FALL PROTECTION PLAN (WORKING IN A FALL RISK POSITION) .....</b>	<b>16</b>
<b>SI 5.6 STRUCTURES .....</b>	<b>17</b>
<b>SI 5.7 ACCESS SCAFFOLDING.....</b>	<b>17</b>
<b>SI 5.8 LIFTING EQUIPMENT .....</b>	<b>18</b>
<b>SI 5.8.1 Lifting equipment must be designed and constructed in accordance with the manufactures/designers specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the Driven Machinery regulation 18 of the OHS Act. ....</b>	<b>18</b>
<b>SI 5.9 LIFTING TACKLE .....</b>	<b>18</b>
<b>SI 5.10 MACHINE OPERATORS .....</b>	<b>19</b>
<b>SI 5.11 CONSTRUCTION VEHICLES AND MOBILE PLANT .....</b>	<b>19</b>
<b>SI 5.12 ELECTRICAL INSTALLATIONS .....</b>	<b>20</b>
<b>SI 5.13 ELECTRICAL AND MECHANICAL LOCKOUT .....</b>	<b>20</b>
<b>SI 5.14 USE AND STORAGE OF FLAMMABLES .....</b>	<b>20</b>
<b>SI 5.15 HOUSEKEEPING .....</b>	<b>21</b>
<b>SI 5.16 STACKING AND STORAGE .....</b>	<b>21</b>
<b>SI 5.17 STORAGE OF FLAMMABLE AND HAZARDOUS CHEMICALS .....</b>	<b>22</b>
<b>SI 5.18 FIRE PREVENTION AND PROTECTION .....</b>	<b>22</b>
<b>SI 5.19 EATING, CHANGING, WASHING AND TOILET FACILITIES .....</b>	<b>23</b>
<b>SI 5.19.1 Toilets .....</b>	<b>23</b>
<b>SI 5.19.2 Showers .....</b>	<b>23</b>

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

<b>SI 5.19.3 Change Rooms .....</b>	<b>23</b>
<b>SI 5.19.4 Eating Facility .....</b>	<b>23</b>
<b>SI 5.19.5 Living Accommodation .....</b>	<b>23</b>
<b>SI 5.20 PERSONAL AND OTHER PROTECTIVE EQUIPMENT (SECTIONS 8, 15 AND 23 OF THE OHS ACT &amp; GSR 2) .....</b>	<b>23</b>
<b>SI 5.21 PORTABLE ELECTRICAL TOOLS AND EQUIPMENT .....</b>	<b>24</b>
<b>SI 5.22 PORTABLE LIGHTS .....</b>	<b>24</b>
<b>SI 5.23 PUBLIC HEALTH AND SAFETY (SECTION 9 OF THE OHS ACT) .....</b>	<b>24</b>
<b>SI 5.24 HAZARDOUS CHEMICAL SUBSTANCES.....</b>	<b>25</b>
<b>SI 5.25 EXCAVATIONS (INCLUDING PILING) .....</b>	<b>25</b>
<b>SI 5.26 WORKING IN CONFINED SPACES (SUCH AS MANHOLES) .....</b>	<b>27</b>
<b>SI 5.26.1 VENTILATION .....</b>	<b>27</b>
<b>SI 5.26.2 LATERAL SUPPORT .....</b>	<b>27</b>
<b>SI 5.26.3 ENTERING A MANHOLE .....</b>	<b>27</b>
<b>SI 5.26.4 GENERAL .....</b>	<b>28</b>
<b>SI 5.26.5 SAFETY EQUIPMENT .....</b>	<b>28</b>
<b>SI 5.26.6 GENERAL RECORDS .....</b>	<b>28</b>
<b>SI 5.27 TEMPORARY WORKS .....</b>	<b>28</b>
<b>SI 5.28 DEMOLITION WORK .....</b>	<b>29</b>
<b>SI 5.29 EXPLOSIVE POWERED TOOLS.....</b>	<b>30</b>
<b>SI 5.30 WELDING, FLAME CUTTING OR SIMILAR OPERATIONS .....</b>	<b>31</b>
<b>SI 5.31 TRANSPORTATION OF EMPLOYEES.....</b>	<b>31</b>
<b>SI 5.32 PILING DRIVING OPERATIONS .....</b>	<b>32</b>
<b>SI 5.33 HEALTH AND SAFETY POLICY .....</b>	<b>32</b>
<b>SI 5.34 COST FOR HEALTH AND SAFETY MEASURES DURING THE CONSTRUCTION PROCESS .....</b>	<b>32</b>
<b>SI 5.35 SITE ACCESS .....</b>	<b>32</b>
<b>SI 5.36 SITE ORANOGRAM.....</b>	<b>32</b>
<b>SI 5.37 DUTY TO INFORM .....</b>	<b>33</b>
<b>SI 6 MEASUREMENT AND PAYMENT .....</b>	<b>33</b>
<b>SI 6.2 SCHEDULING ITEMS .....</b>	<b>33</b>
<b>SI 6.2.1 FIXED-CHARGE ITEMS .....</b>	<b>33</b>
<b>SI 6.2.2 TIME-RELATED ITEMS .....</b>	<b>34</b>
<b>SI 7 MANDATARY AGREEMENT BETWEEN CLIENT AND PRINCIPAL CONTRACTOR .....</b>	<b>35</b>
<b>1 AGREEMENT WITH MANDATARY .....</b>	<b>35</b>
<b>1.1 WRITTEN AGREEMENT ENTERED INTO AND BETWEEN .....</b>	<b>35</b>
<b>1.2 (PRINCIPAL CONTRACTOR) .....</b>	<b>35</b>

BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

---

<b>AGREEMENT WITH MANDATARY .....</b>	<b>37</b>
<b>CLIENT.....</b>	<b>39</b>
<b>Risk Assessment .....</b>	<b>40-48</b>

**SI 1      DEFINITIONS**

In this document the following expressions shall bear the meanings assigned to them below:

**Agent**

Means a competent person who acts as a representative for a Client;

**Client**

Means any person for whom construction work is being performed (*i.e. City Of Mbombela Municipality*) for purposes of this specification;

**COLD ACT**

Means the Compensation of Occupational Injuries and Diseases Act and Regulations, Act 130/1993

**Construction Regulations**

Means the Occupational Health and Safety Act's, No 85 of 1993, R 84 of February 7, 2014 Construction Regulations that came into effect on February 7, 2014;

**Occupational Health and Safety Plan**

Means a documented plan, which addresses hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified;

**Occupational Health and Safety specification**

Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site, so as to ensure the Health and Safety of persons working, visiting, passing, staying and/or working close to the site;

**OHS ACT**

Means the Occupational Health and Safety Act and Regulations, Act 85 of 1993, as amended;

**Principal Contractor**

Means an Employer, as defined in Section 1 of the OHS Act, who performs construction work and is appointed by the Client to be in overall control and management of the construction site and works.

**SI 2      INTRODUCTION**

In terms of Construction Regulation 5(1)(b) of the OHS Act, the Client is required to compile an Occupational Health and Safety Specification for any intended project and provide such specification to prospective tenderers.

This specification has as objective to ensure that the Principle Contractor entering into a contract with the NLM achieves and maintains an acceptable level of Occupational Health and Safety performance and compliance. This document forms an integral part of the contract between the Client and the Principal Contractor and the Principal- and other contractors should make it part of any contract/s that they may have with other contractors and/or suppliers as far as this project is concerned.

Compliance with this document does not absolve the Principal Contractor from complying with any other minimum legal requirements and the Principal Contractor remains responsible for the Health and Safety

of his employees, those of his mandataries as well as any persons on adjacent properties as far as it relates to the construction activities.

**Standing time claims related to any health & safety matter will not be entertained.**

### **SI 3 SCOPE**

To develop a project specific Occupational Health and Safety specification that addresses the reasonable and foreseeable risks, exposures and aspects of Occupational Health and Safety as affected by the abovementioned contract work.

The specification will provide the requirements that the Principal Contractor and other contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

A contractor appointed as the Principal Contractor response to the Client's formal tender for the construction project, has to prepare an Occupational Health and Safety Plan based on his specification. The Client will evaluate this plan to ensure compliance with Construction Regulation 5(1)(h) that stipulates that the Client may only appoint a contractor who has the necessary competencies and resources to carry out this work safely.

### **SI 4 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS**

#### **SI 4.1 Hazard Identification and Risk Assessment**

##### **SI 4.1.1 Risk assessments**

This specification contains a list of risk assessment headings that have been identified by the Client as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is only offered as assistance to the contractors intending to tender for the applicable works.

List of Risk Assessments to be used on site:

- ☐ Excavation
- ☐ Electrical works
- ☐ Drivers – of vehicles
- ☐ Fire prevention and protection
- ☐ Hand Excavation
- ☐ Hand tools
- ☐ Loading supervisor
- ☐ Loading/unloading – of trucks
- ☐ Material delivery
- ☐ Material handling
- ☐ Portable ladders
- ☐ Scaffolding
- ☐ Site establishment

- ☐ Working close to existing services

#### SI 4.1.2 Development of Risk Assessments

Every Principal Contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that risk assessments are undertaken by a competent person, appointed full time on site in writing, including proof of training, and the risk assessments shall form part of the Occupational Health and Safety plan and be implemented and maintained.

The risk assessments shall include, at least:

- The identification of the current as well as emerging risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan of safe working procedures (*SWP*) and any method statements to mitigate, reduce or control the risks and hazards that have been identified
- A plan to monitor the application of the *SWP*'s; and
- A plan to review the risk assessments as the work progresses and changes are introduced.
- A Plan Task Observation (*PTO*) must be done on a weekly basis on all risk assessments and the record of it must be in the safety file.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific Occupational Health and Safety rules that will be applied to regulate the Occupational Health and Safety aspects of the construction.

The risk assessments, together with the site-specific Occupational Health and Safety rules, must be submitted to the client before mobilization on site commences.

Despite the risk assessments listed, the Principal Contractor is required to conduct a baseline risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment. The baseline risk assessment must further include the *SWP*'s and the applicable method statements based on the risk assessments.

Hazard identification and risk assessments must be undertaken whilst *SWP*'s must be developed for all out-of-scope work.

#### SI 4.1.3 Review of Risk Assessments

The Principal Contractor is to review the hazards identified, the risk assessments and the *SWP*'s at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes.

The Principal Contractor must provide the Client, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments as soon as possible but within 14 days of such changes.



**SI 4.2 LEGAL REQUIREMENTS**

All Contractors entering into a contract with the Client shall, as a minimum, comply with the –

- OHS Act and a current, up-to-date copy of the OHS Act and its Regulations must be available on site at all times
- Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (*COID Act*). The Principal Contractor will be required to submit a letter of registration and “good-standing” from the Compensation Commissioner or compensation insurer before being awarded the contract. A current, up-to-date copy of the COID Act must be available on site at all times; and
- Where work is being carried out on mine premises, as well as where any tunneling will be done, the contractor will comply with the Mine Health and Safety Act and Regulations (*Act. 29 of 1996*), the Minerals Act and Regulations (*Act 50 of 1991*) and any other Occupational Health and Safety requirements that the mine may specify. Current, up-to-date copies of the last two mentioned Acts must be available on site at all times.

**SI 4.3 STRUCTURE AND RESPONSIBILITIES****SI 4.3.1 Overall Supervision and Responsibility for Occupational Health and Safety**

The Principal Contractor is responsible to implement and maintain the Occupational Health and Safety Plan approved by the Client.

The Chief Executive Officer (*in terms of Section 16(1) of the OHS Act*) of the Principal contractor is to ensure that the Employer (*as defined in the OHS Act*) complies with the OHS Act. “*Legal Compliance Checklist*” may be used for this purpose.

The Principal Contractor’s Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHS Act. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHS Act.

The construction supervisor(s) appointed are responsible for supervising the construction work and in specific to ensure that all work undertaken comply with the requirements of the OHS Act, its Regulations and the Client’s specifications.

**SI 4.3.2 Operational responsibilities for Occupational Health and Safety**

The Principal Contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for Occupational Health and Safety (*this list is only the minimum requirement and is therefore in no way exhaustive*):

Appointment description	Appointment required in terms of
Accident/ Incident Investigator	General Safety Regulation 9(2)
Assistant Construction Manager	Construction Regulation 8(2)
Assistant Construction Work Supervisor	Construction Regulation 8(8)
Construction Manager	Construction Regulation 8(1)
Construction Supervisor	Construction Regulation 8(7)
Construction vehicle, mobile plant and machinery supervisor / operators	Construction Regulation 23
Demolition Supervisor	Construction Regulation 14(1)
Drivers of construction vehicles and operators or plant	Construction Regulation 23

Emergency/ Fire Co-ordinator	Construction Regulation 29
Excavation Supervisor	Construction Regulation 13(1)(a)
Explosive powered tool Controller	Construction Regulation 21(g)(i)
Explosive powered tool Operator	Construction Regulation 21(1)(b)
Fall Protection Planner	Construction Regulation 10(1)(a)
First-aiders	General Safety Regulation 3
Temp Works/ Form & Support Work Inspector	Construction Regulation 12(3)(f)
Temp Works/ Form & Support Work Supervisor	Construction Regulation 12(2)
H&S Safety Representative	Section 17 of the OHS Act

Appointment description	Appointment required in terms of
Lifting machines and equipment inspector / Operators	Construction Regulation 22
Risk Assessor	Construction Regulation 9(1)
Safety Officer	Construction Regulation 8(5)
Scaffolding Erector	Construction Regulation 16
Scaffolding Inspector	Construction Regulation 16
Scaffolding Supervisor	Construction Regulation 16

These appointments must be in writing and the responsibilities clearly stated together with the period for which each appointment is made. This information must be communicated to and agreed with the appointees. Appointments should also include proof of training where applicable.

#### **Register by a statutory body SACPCMP (with effect 6 August 2015).**

Copies of appointments must be submitted to the Client together with short concise CV's of the appointees as part of the Principal Contractor's Health and Safety plan and if appointed copies of the appointments included in the Occupational Health and Safety file. All appointments must be approved by the Client and any changes in appointees or appointments must be communicated to the Client and agreed upon before being implemented.

The Principal Contractor must, furthermore provide the Client with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

#### **SI 4.3.3 Designation of Occupational Health and Safety Representatives**

Where the Principal Contractor employs more than 20 persons [*including the employees of other contractors (sub-contractors)*] he has to appoint one Occupational Health and Safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the Occupational Health and Safety representatives be executed in consultation with employee representatives or employees.

Occupational Health and Safety representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Should the appointed representatives require any training, assistance or facilities, the Principal Contractor must provide these.

#### **SI 4.3.4 Duties and Functions of the Occupational Health and Safety Representatives**

The Principal Contractor must ensure that the designated Occupational Health and Safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the Principal Contractor.

Occupational Health and Safety representatives must be included in accident and/or incident investigations.

Occupational Health and Safety representatives must attend all Occupational Health and Safety committee meetings.

**SI 4.3.5 Appointment of Occupational Health and Safety Committee**

The Principal Contractor must establish an Occupational Health and Safety committee consisting of all the designated Occupational Health and Safety representatives together with a number of management representatives that are not allowed to exceed the number of Occupational Health and Safety representatives on the committee and a representative of the Client who shall act as a co-opt without voting rights. The members of the Occupational Health and Safety committee must be appointed in writing and copies of the appointments included in the Occupational Health and Safety file.

The Occupational Health and Safety committee must meet as a minimum on a **monthly** basis and consider, at least, the following agenda items:

- Opening and welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Occupational Health and Safety representatives' reports
- Incident and/or accident reports and investigations
- Incident, accident and/or injury statistics
- Other matters
- Endorsement of registers and other statutory documents by a duly authorised representative of the Principal Contractor □ Close and next meeting.

**SI 4.4 MANDATARIES & CONTRACTORS SAFETY FILE**

It is a requirement that the Principal Contractor, when he appoints Contractors, includes an OHS Act Section 37(2) agreement (*i.e. Agreement with Mandatary*) in his agreement with such Contractor.

**SI 4.5 ADMINISTRATIVE CONTROLS AND THE OCCUPATIONAL HEALTH AND SAFETY FILE****SI 4.5.1 The Occupational Health and Safety File**

As required by Construction Regulation 7(2)(b), the Principal Contractor and other Contractors will each keep a completed and updated Occupational Health and Safety File on site, containing the following documents as a minimum:

- Notification of construction work
- Updated copy of the OHS ACT and its Regulations (*General Administrative Regulation 4*)
- Proof of registration and good standing with the Compensation Commissioner or a COID Insurer
- Occupational Health and Safety plan agreed with the Client including the underpinning risk assessment(s) and method statements
- Copies of Occupational Health and Safety committee meetings and other relevant minutes.
- Designs and/or drawings
- A list of Contractors (*Sub-Contractors*) including copies of the agreements between the parties and the type of work being done by each Contractor
- Appointment and designation forms in the safety file □ The following registers:
  - Accident and/or incident register (*Annexure 1 of the General Administrative Regulations*)
  - Occupational Health and Safety representatives inspection register
  - Construction vehicles and mobile plant inspections by controller
  - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user
  - Designer's inspections and structures record
  - Inspection and maintenance of explosive powered tools

- Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances)
- Fall protection inspections
- First-aid box content
- Record of first-aid treatment
- Fire equipment inspections and maintenance
- Record of hazardous chemical substances kept and used on site
- Ladder inspections
- Machine safety inspections (*including machine guards, lock-outs etcetera*);
- Inspection registers and logbooks for lifting machines and – tackle (*including daily inspections by drivers/operators*)
- Inspection of scaffolding
- Inspection of stacking and storage
- Inspections of structures
- Pressure Equipment inspections; and ☐ All other applicable record.

The Client will conduct an evaluation of the Principal Contractor's Occupational Health and Safety file from time to time during a month, but at least once a month.

The Principal Contractor will conduct an evaluation of the Contractor's Occupational Health and Safety file from time to time during a month, but at least once a month.

Each Contractor must keep his/her Health and Safety File updated for the Principal Contractor, on a weekly basis. The

Subcontractor will agree to comply with the terms of the Provisions of Section 37(2) of the Occupational & Safety Act, Act No.

85 of 1993 together with the Construction Regulations 2014 as amended.

Furthermore the subcontractor is to indemnify the Employer against any claims in this regard.

#### **SI 4.5.2 Non-conformance to any Health and Safety requirements**

The Employer's Safety Consultant (Employer's Agent in terms of the Contract Data) has the right to impose penalties for nonconformance to any safety requirements in terms of the Act and Regulations and the safety specification / plan.

A first and only written warning will be issued by the Safety Consultant (*and ratified by the Principal Agent*) to the Principal Contractor in the event of any non-conformance, by means of a contract instruction (*in terms of the Principal Building Agreement*). Immediate compliance (***within 1 (one) calendar day***) should be achieved after a written warning has been issued, to the full satisfaction of the Safety Consultant and or Safety Representative of the Principal Contractor, failing which a penalty will be imposed on the Principal Contractor.

This penalty will be recovered through a recovery statement and will be equal to an amount calculated at a rate of **R 3,000-00** per calendar day for each and every calendar day of default in terms of the Act and Regulations, safety specification and or safety plan.

The Principal Contractor will recover this penalty in full from the defaulting Sub-Contractor through the N/S recovery statement issued in terms of their Subcontract Agreement.

#### **SI 4.6 OCCUPATIONAL HEALTH AND SAFETY GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEW OF OCCUPATIONAL HEALTH AND SAFETY PERFORMANCE**

The Principal Contractor is required to maintain a casualty incident frequency rate (CIFR) of at least 4 to this document: "Measuring Injury Experience" and report on this to the Client on a monthly basis.

**SI 4.7 NOTIFICATION OF CONSTRUCTION WORK**

The Principal Contractor must, where the contract meets the requirements laid down in Construction Regulation 4, within 7 days before the work is to be carried out, notify the Department of Labour of the intention to carry out construction work and use the form (*Annexure A in the Construction Regulations*) for this purpose. A copy of the notification must be held on the Occupational Health and Safety file and a copy must also be forwarded to the Client for record purposes.

**SI 4.8 TRAINING, AWARENESS AND COMPETENCE**

The contents and syllabi of all training required by the OHS Act and Regulations must be included in the Principal Contractor's Occupational Health and Safety plan.

**SI 4.8.1 General Induction Training**

All members of the Contractor's site management as well as all the persons appointed as responsible for Occupational Health and Safety in terms of the Construction and other Regulations will be required to attend a general induction session.

All employees of the principal and other Contractors must be in possession of proof of general induction training.

**SI 4.8.2 Site-specific Induction Training**

The Principal Contractor will be required to develop a contract work project specific induction training course based on the risk assessments for the contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors must be in possession of proof that they have attended a site-specific Occupational Health and Safety induction training at all times.

**SI 4.8.3 Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training and where applicable licenses for this applicable construction vehicles & mobile plant.

All employees in jobs requiring training in terms of the OHS Act and Regulations must be in possession of valid proof of training.

Occupational Health and Safety training requirements [*as required by the Construction Regulations and as indicated by the Occupational Health and Safety Specification and the risk assessment(s)*] i.e.:

- General induction (*Section 8 of the OHS Act*)
- Site and job specific induction, including visitors (*Sections 8 and 9 of the Act*)
- Site and project manager
- Construction supervisor
- Occupational Health and Safety representatives (*Section 18 (3) of the Act*)
- Training of the appointees indicated in paragraphs 4.3.1 and 4.3.2 above
- Operators and drivers of construction vehicles and mobile plant (*Construction Regulation 23*)

Basic fire prevention and protection (*Environmental and Construction Regulations 9 Regulation 29*)

Basic first-aid (*General Safety Regulations 3*)

Storekeeping methods and safe stacking (*Construction Regulation 28*); and □  
Emergency, security and fire coordinator.

**SI 4.8.4 Awareness and Promotion**

The Principal Contractor is required to have a promotion and awareness programme in place to create an Occupational Health and Safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks (*Weekly*)
- Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as employee “*Occupational Health and Safety circles*”.

**SI 4.8.5 Notices and Signs**

The following notices and signs are, where applicable, compulsory on the construction site as well as the Contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2(5); 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) ( <i>10(e) only applicable to Contractor's yards</i> )
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 ( <i>Schedule D</i> )
Explosive powered tools	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(b)

**SI 4.8.6 Competence**

The Principal Contractor shall ensure that his and other Contractors' employees appointed are competent and that all training required doing the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation changes. Records of all training must be kept on the Occupational Health and Safety file for auditing purposes.

**SI 4.9 CONSULTATION, COMMUNICATION AND LIAISON**

The following arrangements will apply:

Occupational Health and Safety liaison between the Client, the Principal Contractor, the other Contractors, the designer and other concerned parties will be through the Occupational Health and Safety committee. In the absence of a Health and Safety committee, the Client and Principal Contractor will agree on an alternative communication forum to be implemented. In addition to the above, communication may be directly to the Client or his appointed Agent, verbally (*followed up in writing within 14 days*) or in writing, as and when the need arises.

Consultation with the workforce on Occupational Health and Safety matters will be through their supervisors, Occupational Health and Safety representatives, the Occupational Health and Safety committee and their elected trade union representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant Occupational Health and Safety information to the other Contractors, for example design changes agreed with the Client and the designer, instructions by the Client and/or his agent, exchange of information between Contractors, the reporting of hazardous and/or dangerous conditions and/or situations etc.

The Principal Contractor will be required to do site safety walks with the Client and/or his Agent on a basis to be determined and agreed between the parties.

The Principal and other Contractors will be required to conduct toolbox talks with their employees on a weekly basis and records of these must be kept on the Occupational Health and Safety file. Employees must acknowledge the receipt of toolbox talks which record must, likewise be kept on the Occupational Health and Safety file. Toolbox talk topics must include applicable health and safety issues.

The Principal Contractor's most senior manager on site will be required to attend all the Client's Occupational Health and Safety meetings.

The Client or his Agent and the Principal Contractor will agree of the dates, times and venues of the Occupational Health and Safety meetings.

**SI 4.10 CHECKING, REPORTING AND CORRECTIVE ACTIONS****SI 4.10.1 Monthly compliance assessment by Client**

The Client will be conducting a monthly assessment to comply with Construction Regulation 5(1)(o) and to confirm that the Principal Contractor has implemented and is maintaining the agreed and approved Occupational Health and Safety plan.

**SI 4.10.2 Other assessments and inspections by the Client**

The Client reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary. This could include among others site safety walks and Sub Contractor safety file audits.

**SI 4.10.3 Conducting an assessment**

A representative of the Principal Contractor must accompany the Client on all assessments and inspections and may conduct his/her own inspection at the same time. Each party will, however, take responsibility for the results of his/her own assessment and/or inspection.

**SI 4.10.4 Contractor's assessments and inspections**

The Principal Contractor is to conduct his own internal assessments and inspections to verify compliance with his own Occupational Health and Safety plan and management system as well as the requirements of this specification and the compliance of other Contractors under his/her control. These assessments and inspections must include an audit on documentation no less than once every month.

**SI 4.10.5 Inspections by Occupational Health and Safety representatives and other appointees**

Occupational Health and Safety representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments for example vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

**SI 4.10.6 Recording and review of inspection results**

All the results of the abovementioned inspections must be in writing, reviewed at Occupational Health and Safety committee meetings, endorsed by the chairperson of the meeting and placed on the Occupational Health and Safety file.

**SI 4.10.7 Reporting of Inspection results**

The Principal Contractor is required to provide the Client Health and Safety Consultant with monthly reports and inspections.

**SI 4.11 INCIDENT REPORTING AND INVESTIGATION****SI 4.11.1 Reporting of Accidents and Incidents**

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

or where –

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects □ machinery ran out of control

to the Client within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (*Section 24 of the OHS ACT and General Administrative Regulation 8*), **except** that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Client and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail. All other reports should still be completed and provided as required.



The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the OHS ACT within 7 days of the incident occurring.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports, including the reports contemplated in 4.11.2 below, within 7 days of the incident occurring.

#### **SI 4.11.2 Accident and Incident Investigation**

The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and nonemployees were injured to the extent that he, she and/or they had to be referred for medical treatment by a doctor, hospital or clinic.

The results of the investigation are to be entered into the accident and/or incident register.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) and (c) of the OHS Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.

### **SI 5 OPERATIONAL CONTROL**

#### **SI 5.1 EMERGENCY PREPAREDNESS, CONTINGENCY PLANNING AND RESPONSE**

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarize employees with them.

#### **SI 5.2 FIRST-AID**

The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulation 3 of the OHS Act.

The contingency plan of the Principal Contractor must include arrangements for the speedily and timeously transportation of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured and/or ill employees.

#### **SI 5.3 MEDICAL CERTIFICATE**

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of **Annexure 3** of the Construction Regulations 2014.

**SI 5.4 SECURITY**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control will be controlled and handled by Praxos which is registered by PSIRA and the rule that non-employees will not be allowed on site unaccompanied. A guard house must be provided by Principal contractor

The Principal Contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

**SI 5.5 FALL PROTECTION PLAN (WORKING IN A FALL RISK POSITION)**

A pre-emptive risk assessment will be required for any work to be carried out above (2) two metres from the ground or any floor level and will be classified as "*work in elevated positions*".

As far as is practicable, any person working in an elevated position will work from a stable platform, ladder or other device that is at least as safe as if he or she is working at ground level and whilst working in this position be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device utilized. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.

Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in SANS 10085 code of practice for the design, erection, use and inspection of access scaffolding.

Where the requirement is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device or the person must be attached to a fall arrest system that is approved by the Client. Where the requirements are not practicable, a suitable catch net must be erected.

Employees working in elevated positions must be trained to do this safely and without risk to their Health and Safety.

Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof as well as the possibility of working in unsafe weather conditions.

**Updated medical certificate confirming the fitness of employees working at a fall risk position should be kept on the Health and Safety file at all times.**

**SI 5.6 STRUCTURES**

The Principal Contractor must ensure that:

Only skilled employees are allowed to erect structures and that the skills of these employees are being verified at regular intervals.

Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it.

No structure is overloaded to the extent where it becomes unsafe.

He or she has received from the designer the following information:

- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
- A geo-scientific report (where applicable)
- The loading the structure is designed to bear
- The methods and sequence of the construction process
- Any other applicable information
- All drawings pertaining to the design are on site and available for inspection

**SI 5.7 ACCESS SCAFFOLDING DURING CONSTRUCTION OF THE RESERVOIR**

Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA National of Standards Code of Practice, SANS 10085 entitled, "*The Design, Erection, Use and Inspection of Access Scaffolding*".

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding must be erected, altered or dismantled by person(s) who has/have adequate training and experience in this type of work or under the continuous supervision of such a person.

**SI 5.8 LIFTING EQUIPMENT****SI 5.8.1 Lifting equipment must be designed and constructed in accordance with the manufactures/designers specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the Driven Machinery Regulation 18 of the OHS Act.**

The Driven Machinery Regulation requires that:

- ☐ Lifting equipment is clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the table of maximum loads should be used by the driver/operator
- ☐ Each winch on a lifting machine must at all-time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit
- ☐ Lifting equipment be fitted with a brake or other applicable device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when the lifting power is interrupted
- ☐ Lifting equipment fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML

- Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 

chains –	4 (four)
steel wire ropes –	5 (five)
fibre ropes –	10 (ten)
- Every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- Every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every **12 months** after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every **6 months** by a competent person
- All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and
- No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by an inspector of the Department of Labour

#### SI 5.9 LIFTING TACKLE

The following requirements will apply to lifting tackle:

- All lifting tackle must be examined at intervals not exceeding **3 months** by person as prescribed in DMR 18(10)(e) Records of such inspections must be kept in the safety file. Manufactured of sound material, well-constructed and free from patent defects
- Clearly and conspicuously marked with and identity number
- Maximum mass load factor of safety:
 

▪ Natural fiber ropes	10 (ten)
▪ Man-made fiber ropes and woven webbing	6 (six)
▪ Steel wire ropes – single rope	6 (six)
▪ Steel wire ropes – combination slings	6 (six)
▪ Mild Steel chains	5 (five)
▪ High tensile/alloy steel chains	4 (four)
- Steel wire ropes must be discarded (not used any further for lifting purposes) when wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded in a designated log book
- Lifting tackle must be stored or protected as to prevent damage or deterioration when not in use.

#### SI 5.10 MACHINE OPERATORS

The following requirements will apply to machine operators:

- Only certified and/or competent employees may be allowed to operate any machinery
- Every lifting machine operator must be trained specifically for the type of lifting machine that he or she is operating
  - Operators of Jib cranes with a maximum mass load of 500 kg or more must be in possession of a certificate of training issued by an accredited (*by the Department of Labour*) training provider.

**SI 5.11 CONSTRUCTION VEHICLES AND MOBILE PLANT**

Construction vehicles and mobile plant will initially during the competency evaluation process be inspected by the Principal Contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction vehicles and mobile plant must be:

- Of acceptable design and construction
- Maintained in good working order
- Used in accordance with their design and intention for which they were designed
- Operated and/or driven by trained, competent and authorised operators/drivers
- No unauthorised persons to be allowed to drive construction vehicles and mobile plant
- Provided with safe and suitable means of access
- Fitted with adequate signalling devices to make movement safe including reversing
- Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into same
- Provided with roll-over protection
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book
- Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant
- No loose tools, material etc. is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported
- No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose
- The construction site must be organized to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated
- Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant
- In addition construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely
- Employees employed adjacent or on public roads must wear reflective safety vests
- All construction vehicles and mobile plant daily inspection records must be kept in the Occupational Health and Safety file.

**SI 5.12 TEMPORAL ELECTRICAL INSTALLATIONS**

The installation of temporary electricity for construction use shall be in accordance with Construction Regulation 24 and the Electrical Installation Regulations.

The Principal Contractor must ensure that:

Existing services are located and marked before construction commences and during the progress thereof

Where the abovementioned is not possible, employees with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc

Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site

Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the Occupational Health and Safety file

Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the Occupational Health and Safety file; and

A competent person appointed in writing must control all temporary electrical installations.

**SI 5.13 ELECTRICAL AND MECHANICAL LOCKOUT**

An electrical and mechanical lockout procedure must be developed by the Principal Contractor and submitted to the Client for approval before construction commences. All Contractors on site must adhere to this lockout procedure if it can be implemented.

**SI 5.14 USE AND STORAGE OF FLAMMABLES**

The Principal Contractor must ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapors being present unless adequate precautions is taken
- No flammables is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other sources of ignition is allowed in the area □ The area is conspicuously demarcated as "*flammable*"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practiced for example proper housekeeping
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused i.e.:
  - Stored in a locked and well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "*Flammable Store – No Smoking or Naked Lights*"

- The flammables store to be constructed of two-hour fire-retardant walls, door and roof and separated from adjoining rooms or workplaces by means of a two-hour fire-retardant fire wall
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etcetera to be stored together with flammables
- The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day's quantity of flammable is to be kept in the workplace
- Containers (*including empty containers*) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.

#### SI 5.15 HOUSEKEEPING

The Principal Contractor must ensure that:

- ☐ Housekeeping is continuously implemented and maintained
- ☐ Materials and equipment is properly stored
- ☐ Scrap, waste and debris is removed regularly
- ☐ Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic
- ☐ Waste and debris not to be removed by throwing from heights but by chute or crane
- ☐ Where practicable, construction sites are fenced off to prevent entry of unauthorized persons
- ☐ Catch platforms or -nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- ☐ An unimpeded work space is maintained for every employee
- ☐ Damp the site camp from Praxos guard room until the end point of the camp
- ☐ Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done
- ☐ As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
- ☐ The walls and roof of every indoor workplace be sound and leak-free; and
- ☐ Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences, boarded over or provided with protection to prevent persons from falling.

#### SI 5.16 STACKING AND STORAGE

The Principle Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
- Adequate storage areas are provided and demarcated
- The storage areas are kept neat and under control

- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (*The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang*)
- The articles that make up a single tier are consistently of the same size, shape and mass
- Structures for supporting stacks are structural or brick wall sound and able to support the mass of the stack
- No articles are removed from the bottom of the stack first but from the top tier first
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her
- Stacks that are in danger of collapsing are broken down and restacked
- Stability of stacks are not threatened by vehicles or other moving plant and machinery
- Stacks are built in a header and stretcher fashion and that corners are securely bonded
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

#### **SI 5.17 STORAGE OF FLAMMABLE AND HAZARDOUS CHEMICALS**

See paragraphs 5.18 and 5.23 below.

#### **SI 5.18 FIRE PREVENTION AND PROTECTION**

The Principal Contractor must ensure that:

- The risk of fire is avoided
- Sufficient and suitable storage of flammables is provided
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace, for example
- Notices prohibiting smoking is displayed and enforced
- Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
- Only spark-free hand and power tools are used
- No grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
- Flameproof switches and fittings are to be used in the flammable atmosphere
- Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
- Adequate ventilation is maintained
- Adequate and suitable fixed and portable firefighting equipment are provided and maintained in good working order
- Maintenance must include:
  - Regular inspections by a competent person appointed in writing and records of such inspections should be kept in the Occupational Health and Safety file
  - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire



- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies

Employees are informed regarding emergency evacuation procedures and escape routes;

- Emergency escape routes are kept clear at all times and clearly marked
- Evacuation assembly points are demarcated and made known to employees;
- Evacuation is practiced to ensure that all persons are evacuated timeously
- Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors have been left behind; and
- A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

## **SI 5.19 EATING, CHANGING, WASHING AND TOILET FACILITIES**

### **SI 5.19.1 Toilets**

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 30. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of at least 1 toilet per 30 employees.

### **SI 5.19.2 Showers**

At least cold-water showers of some sort for each sex have to be provided at a ratio of at least 1 shower per 15 employees.

### **SI 5.19.3 Change Rooms**

Some form of screened off changing facility must be provided separately for each sex.

### **SI 5.19.4 Eating Facility**

Some form of eating facility sheltered from the sun, wind and rain must be provided.

### **SI 5.19.5 Living Accommodation**

Where the site is in a remote location and transport to home is not readily available, reasonable and suitable living accommodation must be provided.

## **SI 5.20 PERSONAL AND OTHER PROTECTIVE EQUIPMENT (SECTIONS 8, 15 AND 23 OF THE OHS ACT & GSR 2)**

The Principal Contractor is required to proactively identify the hazards in the workplace and deal with them on an on-going basis. He/she must either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the Principal Contractor maintain the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The Principal Contractor may **not charge any fee** for protective equipment prescribed by him or her **but may charge for equipment under the following conditions:**

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure; ☐ Where the employee has lost the equipment.

All employees shall, as a minimum, be required to wear the following personal protective equipment on any of the Client's projects:

- New protective overalls
- New protective footwear
- New protective headwear; and
- Eye/face & hand protection where necessary.

#### **SI 5.21 PORTABLE ELECTRICAL TOOLS AND EQUIPMENT**

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etcetera. In addition electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

Regular inspections by a competent person appointed in writing

Inspection results must be recorded in a register

Only competent authorized persons are allowed to use portable electrical tools and equipment; and

The correct protective equipment is worn / used whilst operating portable electrical tools and equipment.

This equipment:

Must be maintained in good condition at all times to prevent an electrical shock to the user

The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and

All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

**SI 5.22 PORTABLE LIGHTS**

The following requirements apply to portable lights:

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights
- Inspections must be undertaken that concentrate on at least the plug, cord, switch and any obvious faults; and ☐ When used in wet/damp/metal container conditions, it must be protected.

**SI 5.23 PUBLIC HEALTH AND SAFETY (SECTION 9 OF THE OHS ACT)**

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community of Buffelspruit; and ☐ Road users.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.

All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

**SI 5.24 HAZARDOUS CHEMICAL SUBSTANCES**

The Principal Contractor must ensure that:

- ☐ Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely
- ☐ Employees obey lawful instructions regarding
- ☐ The wearing and use of protective equipment
- ☐ The use and storage of hazardous chemical substances
- ☐ The prevention of the release of hazardous chemical substances
- ☐ The wearing of exposure monitoring and measuring equipment
- ☐ The cleaning up and disposal of materials containing hazardous chemical substances
- ☐ Housekeeping, personal hygiene and the protection of the environment
- ☐ The risk assessments required in terms of Construction Regulation 7 include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace
- ☐ Suppliers provide the necessary information in the form of a material safety data sheet regarding hazardous chemical substances required to ensure the safe use and storage of that substances
- ☐ An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the said hazardous chemical substances

- ☐ Hazardous chemical substances containers be clearly marked as to the contents and main hazardous category e.g. "*Flammable*" or "*Corrosive*" and the reference number of the hazardous chemical substances on the list indicated above
- ☐ Hazardous chemical substances for example asbestos dust is not cleared by using compressed air but should be vacuumed
- ☐ No person eats or drinks in a hazardous chemical substances workplace; and
- ☐ Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.

#### SI 5.25 EXCAVATIONS (INCLUDING PILING)

Where excavations or any part thereof will exceed 1.5 m in depth the Principal Contractor will be required to submit a method statement to the Client for approval before commencing with the excavation and the Client will issue a permit to precede once the risk assessment and method statement is approved.

Regardless of the above, all excavation work has to comply with the following:

- Excavation work must be carried out under the supervision of a competent person with at least two years practical experience in excavation work who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the Principal Contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced
- Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out **but only after** written permission has been obtained from the appointed competent person
- Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load
- Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected
- Every excavation must be provided with means of access that must be within 6 meters of any employee within the excavation at any time
- The location and nature of any existing services such as water, electricity, gas, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation
- Every excavation, including the shoring and bracing or any other method to prevent collapse, must be inspected by the appointed competent person as follows:
  - Daily before work commences
  - After every blasting operation
  - After an unexpected collapse of the excavation or part thereof
  - After substantial damage to any support ☐ After rain

- The results of any inspections must be recorded in a register kept on site
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced off to at least one meter high and as close to the excavation perimeter as practicable
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
  - Any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable or noxious air mixture.
    - The confined space must be purged and ventilated of any hazardous or flammable gas, vapor, dust or fumes
    - The safe atmosphere must be maintained
    - Employees are to be provided with breathing apparatus and wearing a safety harness with a rope with the free end of the rope being continuously attended to by a person outside the confined space
    - Furthermore, an additional person, trained in resuscitation, to be in full-time attendance immediately outside the confined space
    - Additional serviceable breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes
    - All pipes, ducts etcetera that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
    - The employer must ensure that all employees have left the confined space after the completion of work
    - Where flammable gas is present on or in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapor.

## **SI 5.26 WORKING IN CONFINED SPACES (SUCH AS MANHOLES)**

### **SI 5.26.1 VENTILATION**

The confined space or manhole cover and two adjacent covers must be opened (*i.e. a total of three manholes*) and the confined space or manhole be allowed to ventilate for at least 15 minutes before entering the manhole. All open manholes must be barricaded and manned at all times.

A gas monitor must be lowered to the bottom of the confined space or manhole with a rope to test the presence of any toxic/flammable gas. If any gas is detected, the space or line must be force ventilated by means of a blower for at least 15 minutes where after the air must be tested again. Under no circumstances may any space or manhole be entered while there is a toxic/flammable gas present.

After the undertaking of the necessary work, the person in charge of the activities must confirm that all the employees are accounted for and ensure that all the manholes are properly closed and barricading removed.

**SI 5.26.2 LATERAL SUPPORT**

Lateral support is a specialized operation. The results of the preliminary examination of the structure to be underpinned and any adjacent structure will determine the working method to be adopted.

The Engineer in charge must specify the precise plan of operations and timetable, together with a list of the necessary material and equipment.

Before the work begins all the equipment and materials required for safety measures should be provided and ready for use.

Lateral support operations should be carried out under the direction of a competent experienced person who should be in constant attendance at the site.

**SI 5.26.3 ENTERING A MANHOLE**

When entering a confined space or manhole, the person entering the space or manhole must wear a safety harness, fully operational gas detector as well as a self-rescuer. A lifeline must be attached to the safety harness and a person on the surface must be in continuous contact with the person in the manhole. At least one person on the surface must be trained in basic first-aid (*level 1*).

No person shall remain within a confined space or manhole for a period of more than one hour at a time. A minimum of 5 minute rest periods on the surface must be taken after this period before re-entering. Should the alarm sound on the gas monitor, the employees must exit the confined space or manhole and the immediate area must also be evacuated immediately. The area must be properly ventilated and re-tested before re-entering the confined space or manhole. Professional support should be called for if necessary.

Employees must be provided with flameproof lighting when entering deep manholes or manholes with flammable gases. No naked lights, smoking or unprotected electrical apparatus which may cause sparks, shall be permitted in any manhole or confined space or in their vicinity.

**SI 5.26.4 GENERAL**

All employees working in confined spaces or manholes must be issued with fully functioning gas monitoring equipment and safety harnesses as well as self-rescuers where applicable. All these employees must be trained (*including refresher training on a continuous basis*) in the use thereof.

Where over-pumping between manholes is involved, only leak free pumping machines and conveyance tubes must be used and allowed.

**SI 5.26.5 SAFETY EQUIPMENT**

All teams must be issued with fully functional gas monitoring equipment and safety harnesses and self-rescuers where applicable. All employees must be trained (*including refresher training on a continuous basis*) in the use thereof.

**SI 5.26.6 GENERAL RECORDS**

The following records shall be implemented and maintained by the Principal Contractor:

- Confined space entry permits
- Confined space entry registers
- Safety harness registers

**SI 5.26.7 TRAINING**

All employees that have to enter a confined space or manholes must be formally trained before being required to enter such areas (*new employees to complete this training before working in a confined space*).

Refresher courses must be attended by employees at least every 2 years or immediately if new methodologies or equipment are adopted or acquired.

Continuous onsite training and support by supervisory staff should be undertaken.

**SI 5.27 TEMPORARY WORKS**

Temporary Works must be carried out under the supervision of competent person designated in writing.

Temporary Works structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied.

No load may be imposed onto the structure that the structure is not designed to carry.

Temporary Works must be erected in accordance with the structural or brick wall design drawings for such Temporary Works and if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the Temporary Works.

All drawings pertaining to the Temporary Works must be kept available on site.

All equipment used in the erection of Temporary Works must be checked by a competent person before use.

The foundation or base upon which the Temporary Works is erected must be able to bear the weight and keep the structure stable.

Employees erecting Temporary Works must be trained in the safe work procedures for the erection, moving and dismantling of the Temporary Works.

Safe access and emergency escape must be provided for employees.

A competent person must inspect the Temporary Works structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the Temporary Works is stripped. The results of all inspections must be recorded in a register kept on site.

The Temporary Works must be left in place until the designated competent person has authorised its stripping in writing.

Any damaged Temporary Works must be repaired and/or rectified without delay.

Deck panels must be secured against displacement.

The slipping of employees and other persons on release agents on deck panels must be prevented at all times. Employees' health must be protected against the use of solvents, oils or other similar substances.

**SI 5.28 DEMOLITION WORK INCLUDING DECONSTRUCTION**

Demolition work must be carried out under the supervision of a competent person who has been appointed in writing.

- Structure to be demolished must be carried out and a method statement on the procedure to be followed in demolishing the structure or brick wall must be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural or brick wall or brick wall integrity of the structure must be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse.

Steps must be taken to ensure that where a structure or brick wall is being demolished:

- No floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe

- Precautions are taken to prevent the collapse of the structure or brick wall when any frame or support is cut or removed
- Shoring or propping is applied where necessary
- No employee is required or allowed to work under unsupported overhanging material; and
- The stability of an adjacent building, structure or brick wall or road is maintained at all times
- The location and nature of any existing services such as water, electricity, and gas etcetera must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for employees and other persons
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on employees and/or persons entering and leaving and every other area where the likelihood exists of material or debris falling on employees and/or persons must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded.

Waste and debris may only be disposed of from a height in a chute with the following design:

- Adequately constructed and rigidly fastened
- Inclined >45 degrees and enclosed on all four sides
- Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
- Discharged into a container or a barricaded area; and
- Demolition equipment may only be used on floors or slabs that are able to support it.

#### **SI 5.29 EXPLOSIVE POWERED TOOLS**

The Principal Contractor shall not use or permit any person to use an explosive powered tool, unless:

- it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles
- The firing mechanism is so designed that the explosive powered tool will not function unless-
- It is held against the surface with a force of at least twice its weight; and
- The angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle, provided that the provisions of this requirement will not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

The Principal Contractor shall ensure that:

- Only cartridges suited for the explosive powered tool and the work to be performed are used;
- The explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed
- That the safety devices are in proper working order prior to use
- When not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons
- The explosive powered tool is not stored in a loaded condition
- A warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used
- The issuing and collection of cartridges and nails or studs are- controlled and done in writing by a person having been appointed in writing; and



- Recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;

The Principal Contractor shall not permit or require any person to use an explosive powered tool unless such person has been:

- Provided with and uses suitable protective equipment; and
- Trained in the operation, maintenance and use of such tool.

### **SI 5.30 WELDING, FLAME CUTTING OR SIMILAR OPERATIONS**

A competent person will be appointed to supervise welding, flame cutting or similar operations on site.

The following rules will govern all welding and flame cutting or similar operations:

- ☐ The welder will be trained regarding the safe use/operation of the equipment
- ☐ The welder and his assistant will be provided with effective and appropriate personal protective equipment and/or clothing
- ☐ Cables and electrode holders will be effectively insulated
- ☐ The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with protective equipment
- ☐ Special precautions will be taken where welding is undertaken in confined spaces e.g. proper and sufficient ventilation will be provided
- ☐ In wet or damp conditions, the welding equipment and the welder will be properly insulated and someone will be on standby to assist in the event of any emergency
- ☐ A qualified person will certify in writing that it is safe to enter and work in a specific confined space before welding or flame cutting is undertaken
- ☐ No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container:
  - Is completely closed, unless the rise in internal pressure cannot render in dangerous; or
  - Contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substances.
- ☐ Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used, the proper precautionary measures will be taken against bumping, falling, rolling etcetera.
- ☐ Gas welding hoses may only be joined with approved connectors and clamps
- ☐ No oil or grease may be applied to oxygen valves and fittings
- ☐ It is a sound practice to store pressure vessels and/or welding cylinders vertically and to secure them by means of a chain
- ☐ Acetylene cylinders may never be inclined in excess of 45°
- ☐ Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues; and
- ☐ Where explosive and/or flammable vapors are present, welding will be done under “*hot work*” permits.

**SI 5.31 TRANSPORTATION OF EMPLOYEES**

Any vehicle used to transport employees must have seats firmly secured and adequate for the number of employees to be carried.

The Principal Contractor shall not allow employees to be transported in a goods vehicle unless the portion of the vehicle in which the employees are being conveyed is enclosed to a height of:

- at least 350 mm above the surface on which employees are seated; or
- at least 900 mm above the surface on which employees are standing,

in a manner and with a material of sufficient strength to prevent employees from falling from such vehicle when it is in motion.

**SI 5.32 PILING DRIVING OPERATIONS**

The Contractor appointed to do Piling Driving Operations will be competent and will also appointed.

The area where Piling Driving Operation is to be done will be barricaded. The necessary signs will be promptly displayed.

Daily checklist will be completed on piling machines and operators will comply with Construction Regulation 23(1)(k).

The Method statement and Risk assessment will be available.

**SI 5.33 HEALTH AND SAFETY POLICY**

The Principal Contractor has to provide the Client, as an annexure to the Health and Safety Plan, with a detailed Health and Safety Policy outlining the Principal Contractor's stance on and principles adopted for Health and Safety.

**SI 5.34 COST FOR HEALTH AND SAFETY MEASURES DURING THE CONSTRUCTION PROCESS**

To ensure that the appointed Principal Contractor comply with Construction Regulation 5(1)(g) and have made provision for the cost of Health and Safety measures during the construction process.

**SI 5.35 SITE ACCESS**

The owner of any land on which excavation work is in progress or on any building is erected or demolished shall take precautions in the working area and on surrounding roads and footways to limit to a reasonable level the amount of dust arising from the work or surroundings thereof.

Access will be through the contractor's entrance. **Proper site identification must be issued to all workers.**

No person shall during the course of any building, demolition or excavation work use any machine, machinery, engine, apparatus, tool or contrivance, which in the opinion of the local authority may unreasonably disturb or interfere with the amenity of the neighbourhood.

The working hours state in Regulation F6(2)(a) of the National Building Regulations and Building Standards 103/1977 to be strictly obeyed:

i. Working hours: Monday – Friday before 07:00 or after 18:00 on any day other than those days contemplated in subparagraphs ii and iii. ii. Saturdays: before 07:00 or after 15:00. iii. Public Holidays & Sundays: no work.

- Working on site outside these hours is prohibited unless arrangements have been made with the Project Manager for competent supervision and the correct equipment will be on site.
- The site will be adequately fenced or hoarded and access to the site shall be controlled, signs will be placed on gates/ fence warning public of construction area. All visitors/ deliveries shall be recorded in the visitor's book in site/ foreman office.

**SI 5.36 SITE ORGANOGRAM**

The Principal Contractor will display a site organogram and a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done are included and available in the site office.

**SI 5.37 DUTY TO INFORM**

The Principal Contractor will inform the department of public works of any information that is not covered in the Health and Safety Specifications.

**SI 6 MEASUREMENT AND PAYMENT****SI 6.1 MEASUREMENT AND PAYMENT**

SI 6.1.1 The scheduled items for health and safety will be included in the preliminary and general section of the schedule of quantities.

Measurement will be in terms of Clause 8.1.2 of SABS 1200 A.

SI 6.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 5.1(g) of the Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 5.1(h) of the Construction Regulations, 2014.

SI 6.1.3 Payment for the scheduled items will be in terms of clause 8.2 of SABS 1200 A.

**SI 6.2 SCHEDULING ITEMS**

**SI 6.2.1 FIXED-CHARGE ITEMS**

- a) Preparation of Health and Safety Plan.....Unit: Sum

The sum shall cover all costs involved in the preparing the Health and Safety Plan (which includes the risk assessment), which shall include the preparation of all permit applications and notifications as required by this specification and shall include the employment cost of all health and safety personnel employed for the preparation of the Contractor's Health and Safety Plan.

- b) Health and Safety Training (site specific and other) .....Unit: sum

The sum shall cover all costs involved in preparation of all the necessary Health and Safety Induction Training materials required from the training of the Contractor's employees, Subcontractors and all visitors to the Works.

- c) Personal Protective Clothing and equipment.....Unit: Sum

The sum shall cover all costs involved in the initial provision of all personal protective clothing and equipment for the Contractor's employees and Subcontractors and any visitors to the Works, as required by this specification (which includes the requirements of the Occupational health and Safety Act, 1993 and its regulations, as amended)

- d) Fences, Signs and Barricades..... Unit: Sum

The sum shall cover all costs involved in the initial provision of all fences, signs and barricades necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended)

- e) Establishment of Safety Administration..... Unit: Sum

The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not be limited to, the establishment of the Health and Safety File.

- f) Other Health and safety Fixed-charge Obligations.....Unit: Sum

The sum shall cover the fixed costs of all other obligations that are required for the safe execution of the Works in accordance with the requirements of this specification and that are not specifically covered in 10.2.1(a),(b),(c),(d) or (e).

**SI 6.2.2 TIME-RELATED ITEMS**

- a) Implementation and maintenance of Health and Safety Plan..... Unit: Month

The rate shall cover all the monthly costs involved in the implementation and maintenance of the Health and Safety Plan. This shall include but shall not be limited to the following:

- 1) The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and safety Plan, 2) Updating the Health and safety Plan as needed.
- 3) Carrying out of periodic audits and follow-up audits,
- 4) Compilation of ongoing risk assessments and risk assessment reports as are required by the Works,
- 5) Convening of regular safety meetings with the Safety Representatives,
- 6) Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- 7) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent.

- b) Implementation and maintenance of Training.....Unit: Month

The rate shall cover all the monthly costs involved in the implementation of the induction training of the Contractor's employees, Subcontractors and all visitors to the Works.

- c) Maintenance of Personal Protective Clothing and Equipment.....Unit: Month

The rate shall cover all the monthly costs involved in maintenance, repair or replacement of personal protective clothing required by the Contractor's employees or Subcontractors and all visitors to the Works.

- d) Maintenance of Fences, Signs and Barricades.....Unit: Month

The rate shall cover all the monthly costs involved in maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. The rate shall include for the provision of security guards for the safeguarding of the items provided should this be necessary.

- e) Implementation and maintenance of Safety Administration.....Unit: Month

The rate shall cover all the monthly costs involved in establishment of all administrative matters required by his specification which shall include, but not limited to, the maintenance of the Health and Safety File or the completion and recording of the safety check lists required by this specification.

- f) Other Health and Safety Time-related Obligations.....Unit: Month

The rate shall cover all the monthly time-related costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of this specification and that are not specifically covered in 10.2.2(a), (b), (c), (d) or (e).

**SI 7 MANDATARY AGREEMENT BETWEEN CLIENT AND PRINCIPAL CONTRACTOR**

**OCCUPATIONAL HEALTH & SAFETY ACT 85 of 1993 CONSTRUCTION REGULATIONS 2014**

**1 AGREEMENT WITH MANDATARY**  
In terms of Section 37(1) & (2)

**1.1 WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

---

(Hereinafter referred to as Client)

**1.1.1 AND**

---

**2 (PRINCIPAL CONTRACTOR)**

**AGREEMENT WITH MANDATARY TO BE COMPLETED IN BLACK INK AND EACH**

**PAGE AND ANY CHANGE MADE TO BE INITIALLED****Occupational Health & Safety Act of 1993 and Construction Regulations 2014****Requirements:**

1. Your attention is drawn to “General Duties of Employers to their Employees” as required by Section 8 of the Act
2. You are required to:
  - 2.1 Sign a written “Agreement with Mandatary” as required by Sect 37(1)) 2) of the Act before commencing any work on site.
  - 2.2 Ensure that all your employees receive the necessary Induction Training and have proof of thereof.  
**Note:** *You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.*
  - 2.3 Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 30.
  - 2.4 Provide the Client with your SHE Plan.
  - 2.5 Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
  - 2.6 Provide the Client with written appointment of the person who is going to supervise the construction per Construction Reg. 8(7).
  - 2.7 Provide the Client with written designation of your nominated Health & Safety Representative as per Section 17(1). **Note:** *Your Health & Safety Representative will be expected to attend the Client safety meetings.*
  - 2.8 If you employ more than five (5) persons, you are required to provide your own First Aid Box GSR 3(2).
  - 2.9 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4).  
**Note:** *If you have difficulty in complying with items 2.7 & 2.8 above, you may arrange/come to an agreement with the Client to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.*
  - 2.10 When working with Hazardous Chemical Substances, comply with HCS Reg. 3. **Note:** Asbestos and Lead Regulations are separate.
  - 2.11 When using a Materials Hoist, comply with the requirements of Construction Reg. 19.
  - 2.12 When using Lifting Machines & Lifting Tackle, comply with DMR. 18.  
**Note:** *You may be required to appoint a Banksman to control Lifting / Slinging operations.*
  - 2.13 When erecting / using Scaffolding comply with the requirements of SANS 10085 “Access Scaffolding”.
  - 2.14 When erecting / using Suspended Platforms comply with the requirements of Construction Reg. 17.
  - 2.15 When doing Demolition Work, comply with Construction Reg. 14.
  - 2.16 When doing Blasting to comply with Explosives Regulations Chapter 10.
  - 2.17 When doing Excavation Work, comply with Construction Reg. 13.
  - 2.18 When doing Electrical Installations, comply with the requirements of Construction Reg. 24.  
**Note:** *Electrician to provide copy of registration as per Elect. Install. Reg. 9(3).*
  - 2.19 When using Construction Vehicles, comply with Construction Reg. 23.
  - 2.20 When using / erecting Temporary Works, comply with Construction Reg. 12.
  - 2.21 When working over or in close proximity to Water, comply with Construction Reg. 26.
  - 2.22 Ensure that good Housekeeping, Stacking & Storage principles are applied on this project as per Construction Reg. 27 & 28.
  - 2.23 Ensure that appropriate measures are taken to avoid the risk of Fire / Explosion and comply with requirements of Construction Reg. 29.
  - 2.24 If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 10.
  - 2.25 When using Explosive Powered Tools, comply with GSR 19.
  - 2.26 When Welding, Flame Cutting / Soldering, comply with GSR 9.
  - 2.27 When working in Confined Spaces, comply with GSR 5.

- 3 You are responsible for providing your own **legal safety documents** and **registers** to comply with the Act's requirements. *A copy of the OHS Act of 1993 and the Construction Regulations 2014 will be available for perusal in the Client's **site** office.*
- 4 You are required to comply with General Safety Regulation 2(1) to (7) and provide your employees with personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
- 5 Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act).
6. Compensation for Occupational Injuries & Diseases Act (No 130 of 1993). You are required to provide the Client/Client with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If you are not registered, the Client/Client may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. **See Section 80 & 89 of the COID Act.**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (Client) (Principal Contractor)

### AGREEMENT WITH MANDATARY

In terms of Section 37(1) and (2)

Definition of Mandatary

- ☐ Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user

**Section 37(1)** Whenever an employee does or omits to do any act, which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that-

- (a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or mission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

**Section 37(2)** The provisions of subsection (1) shall *mutatis mutandis* apply in the case of a mandatary of any employer or user, **except if the parties have agreed in writing to the arrangements and procedures between them** to ensure compliance by the mandatary with the provisions of this Act.



**ACCEPTANCE OF MANDATORY**

In terms of the provisions of Section 37(2) of the Occupational Health & Safety Act 1993

I, \_\_\_\_\_

acting for and on behalf of

\_\_\_\_\_  
**Enterprise/Owner /User** (Company/Close Corporation/  
 undertake to ensure that the requirements and provisions of the Act and Regulations  
 are complied with.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 (Principal Contractor)

Designation: \_\_\_\_\_ Date: \_\_\_\_\_

Mandatory-Workmen's Compensation/Federated Employers Mutual No.: \_\_\_\_\_

**A copy of company/Close corporation "Letter of Good Standing" to be attached.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 (Client)

Designation: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

Project / Site: \_\_\_\_\_

**CLIENT**

Construction Regulation 5

5(1) A client must:

- (a) prepare a baseline risk assessment for an intended construction work project;
- (b) prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a)

**(k) to appoint each Principal Contractor in writing for the project or part thereof on a construction site**

**APPOINTMENT**

I (Client), \_\_\_\_\_

of: (Company) \_\_\_\_\_

appoint (Name): \_\_\_\_\_

as the Principal Contractor for PROJECT/SITE:

\_\_\_\_\_

\_\_\_\_\_

CONSTRUCTION COMPANY / CLOSE CORPORATION:

\_\_\_\_\_

**Your attention is drawn to the following requirements:**

1. Ensure that the Provincial Director is notified of the intended construction work.
2. Provide the Client with a suitable and sufficiently documented health & safety plan, based on the Client's documented H & S specifications.
3. Take reasonable steps to ensure co-operation between all contractors so as to enable compliance with the Construction Regulations.
4. Provide appointed Contractors with the applicable sections of the health & safety specifications pertaining to their work.
5. Appoint each Contractor in writing for the construction work he/she has to carry out.
6. Take reasonable steps to ensure compliance by Contractors which shall include monthly safety audits
7. Stop any Contractor from executing work which is not in compliance with safety specifications or poses a threat to other persons.
8. Ensure that where changes are brought about to the design / construction, sufficient health & safety information and appropriate resources are made available to Contractors to execute their work safely.
9. Ensure that every Contractor is registered and in good standing with the Compensation Commissioner.
10. Ensure that potential Contractors, submitting tenders have made provision for the cost for health & safety during construction.
11. Ensure that a health & safety file, with all documentation required in terms of the Act & Regulations is open & kept available on site.
12. Keep a comprehensive and updated list of all Contractors accountable to the Client; as well as all agreements between the parties and the type of work to be done.
13. On completion of construction work, hand over a consolidated health & safety file to the Client.
14. Notify the Client of all incidents that have to be reported, recorded and investigated as per Sec. 24 of the Act and Gen. Adm. Reg. 8.
15. Ensure that method statements, risk assessments and safe work procedures are in place before commencement of construction work.
16. Ensure that all employees, including those of Contractors, undergo health & safety induction training pertaining to the construction hazards and be in possession of proof of the health & safety induction training given.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Client)

Designation: \_\_\_\_\_

**ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_ Designation: \_\_\_\_\_  
(Principal Contractor) hereby  
accept the requirements of this appointment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>BASELINE</b>	<b>RISK</b>	<b>ASSESSMENT</b>
-----------------	-------------	-------------------

\_\_\_\_\_  
**RISK ASSESSOR**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

A	INJURY ASSESSMENT	RISK RATING			
0	No Injury Minor Laceration or Wound (First Aid) More Severe Injury Requiring Medical Assistance Serious Injuries, Broken Bones, Amputation, Trauma Loss of Life	RISK CLASSIFICATION		RISK VALUED	
2		Critical		32 – 40	
4		High		16 – 32	
8		Medium		6 – 16	
10		Low		0 – 16	
B	FREQUENCY OF OCCURRENCE	ACTION REQUIRED		CONSIDER	
0	No Occurrence Occurs Seldom Occurs Occasionally Occurs Often Could / Has Happened	Critical	Close Out/Competent Supervision Special Training/Certification Method Statement/ R.A/SWP PTO/Permits Required	Intolerable Change Method Transfer Risk	
2					
4		High	Close Out/Competent Supervision Special Training/Certification Method Statement/ R.A/SWP PTO/Permits Required	Change Method Transfer Risk	
8					
10					
C	POTENTIAL DAMAGE / LOSS	Medium	Close Out/Competent Supervision Special Training/Certification	Change Method Transfer Risk	
0	No Damage				
2	Minor Damage				
4	Medium Damage / Loss, Short Stoppage (Repaired On Site)				
8	More Serious Damage / Loss Delay				
10	Severe Damage / Loss & Long Term Delay				
D	ENVIRONMENT				

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

				Method Statement/ R.A/SWP PTO/Permits Required	
	0 2 4 8 10	No Effect Minor Effect Serious Effect (Short Term) Very Serious Effect (Long Term) Catastrophic Effect	Low	Close Out/Competent Supervision Special Training/Certification Method Statement/ R.A/SWP PTO/Permits Required	Good Instruction
NO	ACTIVITIES	RISKS	HAZARDS	CONTROL MEASURES	
1.	Site establishment	<ul style="list-style-type: none"> <li>- Loading and offloading of equipment on trucks (offices).</li> <li>- Snake</li> <li>- Poor stacking and storage</li> <li>- Electrical maintenance</li> </ul>	<p>Tripping and falling off the truck, falling equipment from the truck if not loaded correctly, Manual handling of equipment (Back pain), and Hand cuts from handling hand tools.</p> <p>Snake bites which could lead to death</p> <p>Collapsing of stacked material resulting in property damage, injuries or even death</p> <p>Electric shock / Fire</p>	<p>Training and supervision</p> <p>Wearing correct PPE e.g. Gloves</p> <p>Site Safety Induction Training inclusive of snake awareness training. - Supervision</p> <p>Qualified and certified personnel to handle site electrical maintenance. Placing of fire equipment in strategic areas of the site.</p>	
2.	Site security	<p>Unsecured site offices</p> <p>Unauthorised entrance to site office</p>	<p>Theft</p> <p>Injury</p>	<p>- Hire an accredited security company to secure our site offices and plant that is on site e.g., excavators, day and night.</p>	

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

3.	Housekeeping / Hygiene	<p>Littering at the site office and on the construction zone</p> <p>Uncleansed site offices</p> <p>Dirty company vehicles/plant</p>	<p>- Ground pollution, water pollution.</p> <p>- Office dust that can be inhaled and can cause lung or throat irritation/infection.</p> <p>- Dust that can be inhaled and can cause lung or throat infection.</p>	<p>Dust bins will be placed strategically in the site camp, all litter to be transported from construction zone to the site camp dust bins.</p> <p>A daily cleaner will be hired to clean and keep the offices clean to promote good housekeeping principles.</p> <p>The interior of company vehicles to be cleaned on a daily basis and the exterior to be cleaned a minimum of two times a week.</p>
4.	Outside work	<p>- Heat</p> <p>- Cold</p>	<p>- Heat stroke / Skin irritation</p> <p>- Flue</p>	<p>- Heat Toolbox talk – sunscreen, drinking water.</p> <p>- Toolbox talk - Dressing warm.</p>

5.	Using Portable powered tools	- Mishandling of portable powered tools	- Injuries	- Portable powered tool SWP training and supervision.
6.	Using hand tools	- Broken hand tools handles	- Hand cuts	- Training, inspection, PPE - Gloves
7.	Locating existing services	- Damaging existing services cutting electricity cables, sewerage mains and water pipes	<p>- Electric shock</p> <p>- Ground, water and air pollution from cut sewerage mains</p> <p>Waste of water</p>	<p>- Requesting drawings from the local municipality that outlines the existing services underground.</p> <p>- All pipes that will be cut shall be fixed as soon as possible to avoid further leakage.</p> <p>- Supervision</p>
8.	Traffic accommodation	<p>- Poor placing of temporary road signs</p> <p>- No flagman or placing of untrained flagman</p>	<p>- Car accidents leading to property damage (vehicles/plant), injuries or fatalities.</p> <p>- Car accidents leading to property damage (vehicles/plant), injuries or fatalities</p>	<p>- Traffic Management Plan should be drafted and all employees should be trained, a traffic safety officer shall be employed to implement the plan and enforce it on site.</p> <p>- All flagman shall be internally trained and write an exam, only those who pass the exam will qualify to flag on site.</p> <p>- Supervision</p>
9.	Clearing and grubbing (road side and borrow pit/s) using excavators or	<p>- Snake</p> <p>- Dust</p> <p>- Unauthorised or unqualified person operating plant</p>	<p>- Snake bites which could lead to death</p> <p>- Inhalation could lead to internal organs infection</p> <p>Property damage and injuries/fatalities</p>	<p>- Snake awareness training</p> <p>- Dust Masks</p> <p>- Supervision</p>

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

	TLB			
10.	Excavating using an Excavator and/ TLB	<ul style="list-style-type: none"> <li>- Unauthorised or unqualified person operating plant working on elevated position</li> </ul>	<ul style="list-style-type: none"> <li>- Property damage and injuries/fatalities</li> <li>- Slipping and falling when getting on or off the plant.</li> </ul>	<ul style="list-style-type: none"> <li>- Training and supervision</li> <li>- Training FAS and supervision</li> </ul>
11.	Excavations /trenches	<ul style="list-style-type: none"> <li>- Deep excavations /trenches</li> </ul>	<ul style="list-style-type: none"> <li>- People and animals falling into the excavation. Excavation collapsing</li> </ul>	<ul style="list-style-type: none"> <li>- All excavations to be barricaded with a barricading net and signs to be posted warning the public of these excavations/trenches.</li> <li>- All excavations to be shored and slopes reduced</li> </ul>
12.	Loading soil material into tipper trucks	<ul style="list-style-type: none"> <li>- Overloading of material</li> </ul>	<ul style="list-style-type: none"> <li>- Material falling off the road</li> <li>- polluting the road. Material falling and damaging the public's vehicles</li> </ul>	<ul style="list-style-type: none"> <li>- Training and supervision</li> <li>- Training and supervision</li> </ul>
13.	Backfilling using a TLB/Front end loader	<ul style="list-style-type: none"> <li>- Children/animals playing next to the construction zone</li> </ul>	<ul style="list-style-type: none"> <li>- TLB burying a child while levelling or backfilling material</li> </ul>	<ul style="list-style-type: none"> <li>- Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area.</li> </ul>
14.	Stabilization	<ul style="list-style-type: none"> <li>- Kids/animals playing next to the construction zone</li> <li>- Cement dust</li> </ul>	<ul style="list-style-type: none"> <li>- Run over by construction plant leading to injuries or death.</li> <li>- Inhalation of cement causing internal infections</li> </ul>	<ul style="list-style-type: none"> <li>- Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area.</li> <li>- Dust masks</li> </ul>
15.	Concrete mixing	<ul style="list-style-type: none"> <li>- Unauthorised or untrained person using the concrete mixer</li> <li>- Cement dust</li> </ul>	<ul style="list-style-type: none"> <li>- Machine damage</li> <li>- Inhalation of cement causing internal infections</li> </ul>	<ul style="list-style-type: none"> <li>- Training and supervision Daily inspection of mixer.</li> <li>- Dust masks</li> </ul>



## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

16.	HCS storage	- Mixing HCS and general tools or Flammables	- Fire - HCS spillage	- Separate storage - Fire extinguisher - Signage - Spill kit - Tools register
17.	Site de-establishment	- Cutting electricity cables when disconnecting - Littering	- Electric shock - Littering	- A qualified electrician is to be used. - Rubbish bins
18.	Construction Vehicle / Plant operation during the course of the project	- Speeding / Reckless driving of company vehicles and plant. - Visibility	- Car accidents when driving of public road that can lead to injuries, death or property damage. Car accidents.	- Training on how to operate company vehicles during working hours at 40km/hr. - All company vehicles /Plant to operate with a rotating light and headlights on dim during working hours.
		- Lack of Supervision  - Unmaintained company vehicles and plant  - Unauthorised or unqualified person operating plant	- Running over people/ animals /property during construction hours. - Breakdowns - Car accidents that could lead to injuries, death or property damage.	- Where the view of the operator is obstructed, a flag lady/man is to be allocated to ensure that no accidents take place. - Daily vehicle / plant checklists to be conducted by operators and regular maintenance of vehicles / plant shall be implemented. - Only certified and appointed operators shall operate or drive company vehicles.

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

	ACTIVITIES	POTENTIAL HAZARDS	RISK	RISK EVALUATION					PREVENTATIVE & CONTROL MEASURES
NO		(potential substandard conditions and acts)	(Resulting from the hazards)	A	B	C	D	R	
19.	Site establishment	<ul style="list-style-type: none"><li>- Falling of office containers while offloading</li><li>- Slipping and falling off the truck</li><li>- Manual handling</li><li>- Damaged tools</li></ul>	<ul style="list-style-type: none"><li>- Property damage or serious injuries</li><li>- Serious Injuries</li><li>- Back pain</li><li>- Hand cuts</li></ul>	10	2	10	0	22H	<ul style="list-style-type: none"><li>- Competent Truck driver to offload containers from truck</li><li>- Truck must have steps</li><li>- Manual Handling Training and supervision</li><li>- Daily tool inspection &amp; Gloves</li></ul>
		<ul style="list-style-type: none"><li>- Snake</li></ul>	<ul style="list-style-type: none"><li>- Snake bites which could lead to serious injuries or death</li></ul>	8	2	8	0	18H	<ul style="list-style-type: none"><li>- Site Safety Induction Training inclusive of snake awareness training.</li></ul>
		<ul style="list-style-type: none"><li>- Poor stacking and storage</li></ul>	<ul style="list-style-type: none"><li>- Collapsing of stacked material resulting in property damage, serious injuries</li></ul>	8	4	8	0	20H	<ul style="list-style-type: none"><li>- Stacking supervisor to be appointed/ continuous supervision / 3:1 stacking principle to be followed / all stacks to be barricaded.</li></ul>
		<ul style="list-style-type: none"><li>- Electrical maintenance – damaged cables</li></ul>	<ul style="list-style-type: none"><li>- Electrocution causing serious injuries/death</li><li>- Fire causing property damage</li><li>- Fire causing burns/serious injuries/death</li><li>- Fire causing fumes (inhalation of fumes causing internal organs infection) Burning of surrounding trees</li></ul>	8	4	8	8	28H	<ul style="list-style-type: none"><li>- Qualified and certified personnel to handle site electrical maintenance.</li><li>- Placing of fire equipment in strategic areas of the site. Electrical Installations Inspection</li></ul>
20.	Site security	<ul style="list-style-type: none"><li>- Unsecured site offices</li><li>- Unauthorised entrance to site office</li></ul>	<ul style="list-style-type: none"><li>- Theft</li></ul>	0	8	4	0	12M	<ul style="list-style-type: none"><li>- Barricading / Fencing of site</li><li>- Hire an accredited security company to secure our site offices and plant that is on site.</li></ul>
21.	Housekeeping / Hygiene	<ul style="list-style-type: none"><li>- Littering at the site office and on the construction zone</li></ul>	<ul style="list-style-type: none"><li>- Ground pollution,</li><li>- water pollution. Slip and fall</li></ul>	4	4	2	2	12M	<ul style="list-style-type: none"><li>- Dust bins will be placed strategically in the site camp, all litter to be transported from construction zone to the site camp dust bins.</li></ul>
		<ul style="list-style-type: none"><li>- Uncleansed site offices</li></ul>	<ul style="list-style-type: none"><li>- Office dust causing lung or throat irritation/infection through inhalation.</li></ul>	0	2	4	0	06L	<ul style="list-style-type: none"><li>- A daily cleaner will be hired to clean and keep the offices clean to promote good housekeeping principles.</li></ul>

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

		- Dirty company vehicles/plant	- Dust causing lung or throat infection through inhalation.	0	2	4	0	06L	- The interior of company vehicles to be cleaned on a daily basis and the exterior to be cleaned a minimum of two times a week.
22.	Outdoor work	- Heat	- Dehydration - Heat stroke/stress - Skin irritation	4	4	8	0	16M	- Supervisor to ensure that clean drinking water is always available - First aider - Long sleeve Overalls - Toolbox talks
		- Cold	- Flu	4	8	4	0	16M	- Toolbox talk - Dressing warm
23.	Using Portable powered tools	- Mishandling of portable powered tools - Damaged cables - No machine guards - Noise	- Injuries - Electrocution - Serious injuries / fatalities - Noise Induced Hearing Loss (NIHL)	10	4	8	0	22H	- Portable powered tool SWP training / written appointment or authorisation and supervision. - Portable powered tool pre shift inspection. - Portable powered tool pre shift inspection Earplugs
24.	Using hand tools	- Broken/ damaged hand tools	- Hand cuts	2	8	2	0	12M	- Toolbox talk, SWP, inspection, PPE – Gloves
25.	Locating existing services	- Damaging existing services cutting sewerage mains and water pipes -	- Ground, water and air pollution from cut sewerage mains - Waste of water	0	4	8	4	16M	- Requesting drawings from the client/engineers that outlines the existing services underground and overhead.
		- Damaging overhead power lines	- Electrocution - Power disturbances	8	4	10	0	22H	- Overhead powerlines shall be treated as OHS requirements and Eskom standards - Supervision
26.	Traffic accommodation	- Poor placing of temporary warning signs	- Vehicle accidents leading to property damage and fatalities.	10	4	10	0	24H	- Traffic management plan shall be drafted by the principal contractor and all employees should be trained. A traffic safety officer shall be employed to implement the plan and enforce it on site.
		- No flagman or placing of untrained flagman	- Vehicle and mobile plant accidents leading to property damage (vehicles/plant), injuries or fatalities	10	4	10	0	24H	- All flagman shall be trained and write an exam, only those who pass the exam will qualify to flag on site. - Supervision

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

		- No warning signs for pedestrians or public	- Pedestrians falling into excavations or trenches/ Cons vehicles injuring pedestrians						- The work zone shall be barricaded providing a safe walk way for public road users.
27.	Clearing and grubbing (road side and/ borrow pit/s) using excavators or TLB	- Snakes	- Snake bites which could lead to death	8	2	8	0	18H	- Snake awareness training - First aider
		- Dust	- Inhalation could lead to internal organs infection	4	8	4	2	18H	- Dust Masks / watering of the dusty surface
		- Unauthorised or unqualified person operating plant	- Property damage and injuries/fatalities	8	2	8	0	18H	- Only trained and appointed operators to operate excavators/TLB - Supervision
28.	Excavating using an Excavator and/ TLB	- Unauthorised or unqualified person operating plant	- Property damage and injuries/fatalities	8	2	8	0	18H	- Training and supervision
		- Operator working on elevated position	- Slipping and falling when getting on or off the plant.	8	4	8	0	20H	- Training FAS and supervision
		- Struck by Excavator/TLB Boom	- Serious injuries/ fatalities	10	2	10	0	22H	- 5m Distance from moving machinery/plant to be maintained - All workers /drivers and operators to not use headphones while working. - Traffic Management Plan to be implemented on site. - Training and supervision
29.	Excavations /trenches	- Deep excavations /trenches	- People and animals falling into the excavation.	8	4	8	0	20H	- All excavations to be barricaded with a barricading net and signs to be posted warning the public of these excavations/trenches.
		-	- Excavation collapsing	8	4	8	0	20H	- All excavations to be shored/braced to angle of repose and slopes reduced - Excavations inspections before and after work
30.	Loading soil material into tipper trucks	- Overloading of material	- Material falling off the road polluting the road. Material falling and damaging the public's vehicles	0	4	8	0	12M	- Training and supervision - Training and supervision  - Traffic Management Plan to be implemented on site.

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

31.	Backfilling using a TLB	<ul style="list-style-type: none"> <li>- Children/animals playing in the construction zone</li> </ul>	<ul style="list-style-type: none"> <li>- TLB burying children/animals while levelling or backfilling material</li> <li>- resulting in injuries or death</li> <li>- Children being struck by TLB boom</li> <li>- Poor visibility of children on site</li> </ul>	10	8	10	0	28H	<ul style="list-style-type: none"> <li>- Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area. A safe pedestrian walk way to be provided (Traffic Management Plan to be implemented on site.)</li> <li>- Supervision</li> </ul>
32.	Concrete/ Cement mixing	<ul style="list-style-type: none"> <li>- Unauthorised or untrained person using the concrete mixer</li> </ul>	<ul style="list-style-type: none"> <li>- Machine damage</li> </ul>	0	8	4	0	12M	<ul style="list-style-type: none"> <li>- Training and supervision</li> <li>- Daily inspection of mixer.</li> </ul>
		<ul style="list-style-type: none"> <li>- Cement dust</li> <li>- Skin contact</li> </ul>	<ul style="list-style-type: none"> <li>- Inhalation of cement causing internal infections</li> <li>- Air pollution</li> <li>- Skin irritation/rush</li> </ul>	8	8	8	4	28H	<ul style="list-style-type: none"> <li>- Dust mask</li> <li>- Long sleeve overalls/conti-suits and Gloves</li> </ul>
33.	Brick Laying	<ul style="list-style-type: none"> <li>- Faulty hand tools</li> </ul>	<ul style="list-style-type: none"> <li>- Hand cuts</li> </ul>	2	8	2	0	12M	<ul style="list-style-type: none"> <li>- Hand tools pre-shift Inspections(hand tool inspector to be appointed) / Gloves</li> </ul>
		<ul style="list-style-type: none"> <li>- Poor Scaffolding</li> </ul>	<ul style="list-style-type: none"> <li>- Scaffold collapsing causing injuries / property and equipment damage</li> </ul>	10	4	10	0	24H	<ul style="list-style-type: none"> <li>- Scaffold erector and inspector to be appointed and certified.</li> <li>- Daily scaffold inspections</li> <li>- Damaged scaffold shall be labelled as unsafe to use.</li> </ul>
		<ul style="list-style-type: none"> <li>- Working on heights</li> </ul>	<ul style="list-style-type: none"> <li>- Falling from heights causing serious injuries / fatalities</li> <li>- Falling objects causing serious head injuries / fatalities</li> </ul>	10	4	10	0	24H	<ul style="list-style-type: none"> <li>- PPE: Harness belts and Hardhats Fall Rescue Equipment</li> <li>- Area to be barricaded and demarcated</li> <li>- Workers working on heights should be trained in ensuring good housekeeping and stacking and storage</li> <li>- All employees working on heights to wear a hardhat.</li> </ul>
		<ul style="list-style-type: none"> <li>- Rubble laying around</li> </ul>	<ul style="list-style-type: none"> <li>- Trip and fall</li> </ul>	8	8	8	0	24H	<ul style="list-style-type: none"> <li>- Employees shall be trained on good housekeeping principles</li> </ul>
		<ul style="list-style-type: none"> <li>- Poor Stacking and Storage</li> </ul>	<ul style="list-style-type: none"> <li>- Trip and fall</li> </ul>	8	8	8	0	24H	<ul style="list-style-type: none"> <li>- 3:1 stacking and storage rule shall be implemented.</li> </ul>

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

									- Supervision
34.	Plastering of guard house	- Cement Dust -	- Internal organs infection Air pollution	8	8	8	2	26H	- Respirators / MSDS
		- Skin Exposure to cement when mixing mortar	- Skin infection	4	8	4	0	16M	- Long sleeve overalls
		- Eye Contact	- Eye infection/blindness	8	4	8	0	20H	- Safety Googles
		- Wrong mixture of mortar resulting to the wall cracking	- Property damage and loss of production time Waste of material and loss of money	0	8	8	0	16M	- Competent plaster to carry the work and train the general labours that will be assisting him/ SWP
		- Damaged plastering tools	- Hand cuts	2	8	2	0	12L	- Gloves
		- Poor stacking and storage of plastering tools	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector Daily inspections
35.	General Painting	- Paint Fumes	- Internal organs infection through inhalation Air Pollution	8	4	8	2	22H	- Toolbox talks/MSDS/SWP - Respirators/Dust Masks
		- Spillages	- Soil pollution	8	4	8	4	24H	- Drip Tray/plastics/spill kits
		- Skin Contact	- Skin irritation/infection	4	4	4	0	12L	- Long sleeve overalls
		- Damaged painting tools	- Hand cuts	2	8	2	0	12L	- Daily tool inspection / Gloves
		- Poor stacking & storage of tools	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector - Daily inspections
36.	Plumbing	- Working with portable electrical tools	- Electrocution from damaged cables	8	8	8	0	24H	- Daily inspection  - SWP/Toolbox talks
		- Damaged plumbing tools/pipes	- Hand cuts	2	8	2	0	12L	- Tool inspection/ Gloves
		- Poor stacking and Storage of plumbing tools and pipes	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector Daily inspections
37.	Roofing/Carpentry for temporary structures	- Woking on heights	- Fall from heights	10	4	10	0	24H	- Harness belts - Working at heights Training/SWP/Fall Protection Plan to be communicated
		- Noise	- NIHL	8	8	4	0	20H	- Ear plugs

## C4.1-5

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

		- Poor Scaffolding	- Fall from heights	10	4	10	0	24H	- Scaffold erector and inspector to be appointed - Daily scaffold inspections
		- Poor stacking and storage of roofing sheets and scaffolding material	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector Daily inspections
38.	HCS storage	- Mixing HCS and general tools or Flammables	- Fire - HCS spillage	10	8	10	8	36C	- HSC controller - Appointment - Separate storage - Fire extinguisher  - Signage - Ventilation - Spill kit / drip tray  - HSC register and MSDS to be available and communicated
39.	Fire Prevention and Emergency Procedures	- Inadequate and wrongly placed Fire equipment	- Unable to distinguish fire resulting to burns or property damage/ burning nearby trees	10	4	10	8	32H	- Fire fighter and first aider appointment - Adequate Fire extinguishers/portable fire alarm/first aid box etc. strategically placed. - Daily Fire & emergency equipment inspection - Combustible materials to be stored according to Nr: 17 of this document
		- Wrong use of fire equipment/emergency devices	- Electrocutation	10	4	10	0	24H	- There must be a trained and appointed fire fighter. Water filled extinguishers are not to be used on electrical fire. - Employees must receive basic fire awareness and safe use of fire extinguishers in-house training
		- Fire equipment/escape routes not clearly demarcated and obstructed	- Employees not knowing where the fire equipment is located,	10	8	10	0	28H	- Signage must be clearly posted where fire & emergency equipment is placed.

## BID NO: COM44/2023: UPGRADING OF UMJINDI SOLID WASTE DISPOSAL SITE AND ANCILLARY SERVICES

									<ul style="list-style-type: none"><li>- An emergency evacuation procedures and plan to be posted on site clearly showing the escape routes on site.</li><li>- The assembly point/escape routes must be clearly visible and not obstructed.</li><li>- Fire drills to be conducted ensuring that all employees are familiar with emergency procedures.</li></ul>
		- Damaged emergency equipment	- Hand cuts / unable to distinguish fire	2	8	2	0	12M	- Monthly fire and emergency equipment inspection.
40.	Site de-establishment	- Cutting electricity cables when disconnecting at the offices	- Electrocution	10	4	10	0	24H	<ul style="list-style-type: none"><li>- A qualified electrician is to be used. Pre-Inspection</li><li>- Using correct hand tools</li><li>- Wearing correct PPE for the job eg. (Rubber gloves)</li></ul>
		- Visibility of trucks and vehicles on site	- Vehicles & trucks bumping each other causing property damage or serious injuries	8	4	8	0	20H	<ul style="list-style-type: none"><li>- Rotating lights and trucks to operate with headlights on dim.</li><li>- Reverse alarm to be fitted on trucks.</li></ul>
		- Littering	<ul style="list-style-type: none"><li>- Littering –</li><li>- Ground pollution Trip and fall</li></ul>	4	8	4	4	20H	- Rubbish bins
41.	Construction Vehicle / Plant operation during the course of the project	<ul style="list-style-type: none"><li>- Speeding / Reckless driving of company vehicles and plant.</li><li>- Lack of Visibility</li></ul>	<ul style="list-style-type: none"><li>- Car accidents when driving of public road that can lead to injuries, death or property damage.</li><li>- Car accidents.</li></ul>	10	8	10	0	28H	<ul style="list-style-type: none"><li>- Training on how to operate company vehicles during working hours at 20km/hr.</li><li>- All company vehicles /Plant to operate with a rotating light and headlights on dim during working hours.</li></ul>
		- Lack of Supervision	- Running over people/ animals /property during construction hours.	10	8	10	0	28H	- Where the view of the operator is obstructed, a flag lady/man is to be allocated to ensure that no accidents take place.
		<ul style="list-style-type: none"><li>- Unmaintained company vehicles and plant</li></ul>	<ul style="list-style-type: none"><li>- Breakdowns</li><li>- Diesel spillages through leaking pipes</li></ul>	10	8	10	4	32H	<ul style="list-style-type: none"><li>- Daily vehicle / plant checklists to be conducted by operators and regular maintenance of vehicles / plant shall be implemented.</li><li>- Drip trays</li></ul>



## DOCUMENT REVIEW AND MONITORING PLAN

1. Implementation of this preliminary risk assessment will be enforced by the safety officer, safety agent or Jamela Consulting Engineers and communicated to all staff on site before works commence.
2. Each individual manager and supervisor to ensure that targets are met, non-compliance is corrected and methods and procedures are updated.
3. The risk assessments shall be reviewed every 6 months or when the scope of work / project drawings affecting the scope of works changes the prevention / control measures of all the risks stated in this document shall be monitored and inspected on site on continuous basis



**ANNEXURE B: DRAWINGS FOR TENDER PURPOSES**